

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement”) is made and
3 entered into between Plaintiff Michael Garcia Juarez (“Plaintiff” or “Class Representative”), on behalf
4 of himself and all others similarly situated, and as a proxy/agent for the State of California and the
5 California Labor Workforce Development Agency (“LWDA”) to the extent permitted by law, on the
6 one hand; and Defendant Maran, Inc. (“Defendant”), on the other hand, (collectively, the “Parties”).

7 **1. DEFINITIONS.**

8 The following terms, when used in Settlement, have the following meanings:

9 1.1 “Action” or “Instant Action” means the civil action titled “*Michael Garcia Juarez,*
10 *individually, and on behalf of himself and all similarly situated v. Maran, Inc., a Delaware*
11 *corporation; David Greenberg, an individual; and Does 1 through 100, inclusive,*” (Los Angeles
12 Superior Court, Case No. 21STCV29894).

13 1.2 “Agreement,” “Settlement,” “Settlement Agreement,” or “Stipulation” means this Joint
14 Stipulation of Class Action and PAGA Settlement.

15 1.3 “Class” means all current and former non-exempt California employees who worked
16 for Defendant at any time from August 12, 2017 until the date of preliminary approval. The Class is
17 estimated to consist of 15 persons with an estimated 2,288 workweeks, and includes 11 “PAGA
18 Aggrieved Employees”, as described in Paragraph 1.20, who worked an estimated 464 PAGA pay
19 periods.

20 1.4 “Class Counsel” means Grant Joseph Savoy and Shoham Solouki of Solouki Savoy,
21 LLP.

22 1.5 “Class Member” means each person eligible to participate in this Settlement who is an
23 individual belonging to the Class (as defined in Paragraph 1.3) and has not agreed to a general release
24 of claims against Defendant.

25 1.6 “Class Period” means August 12, 2017 until the date of preliminary approval of the
26 Joint Stipulation of Class Action and PAGA Settlement, which includes the “PAGA Period” of August
27 11, 2020 until the date of preliminary approval of the Joint Stipulation of Class Action and PAGA
28 Settlement.

1.7 “Class Representative” means Michael Garcia Juarez.

1.8 “Class Representative’s Released Claims” means all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Releasees (as defined in Paragraph 1.28), based on the facts as set forth in the First Amended Complaint filed on May 23, 2022, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code § 1542 (as quoted in Paragraph 4.12.3) by the Class Representative, arising during the period from the beginning of the Class Representative’s dates of employment with Defendant to the date on which the Court enters an order granting final approval of this Settlement, for any type of relief, including, without limitation, claims for wages, business expenses, damages, unpaid costs, penalties (including civil and waiting time penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief with the sole exception of any claims which cannot be released as a matter of law. The Class Representative’s Released Claims include, but are not limited to, the Released Claims (as defined in Paragraph 1.27) as well as any other claims under any provision of the Fair Labor Standards Act, any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code § 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code § 51 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; California’s PAGA (Cal. Labor Code § 2698, *et seq.*), Cal. Bus. and Prof. Code § 17200 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; any IWI California Wage Orders and California Code of Regulations, Title 8, section 11000, *et seq.*, and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or

1 constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium,
2 malpractice, breach of duty of care, breach of fiduciary duty; and all of their implementing regulations
3 and interpretive guidelines. However, nothing in this General Release shall prohibit or restrict Class

4 Representative from:

- 5 (i) providing information to, or otherwise assisting in, an investigation by
6 Congress, the Equal Employment Opportunity Commission or the NLRB, the
7 Securities and Exchange Commission (“SEC”) or any other federal regulatory
8 or law enforcement agency or self-regulatory organization (“SRO”);
- 9 (ii) testifying, participating, or otherwise assisting in a proceeding relating to an
10 alleged violation of any federal law relating to fraud or any rule or regulation of
11 the SEC or any SRO; or
- 12 (iii) complying with a lawful subpoena or other legal process, subject to the terms of
13 this Stipulation, including but not limited to the confidentiality provisions
14 herein, and subject to the condition that Class Representative agrees not to seek,
15 or in any way obtain or accept, any monetary award, recovery or settlement
16 therefrom and agrees that he understands that such limitation does not in any
17 way restrict his ability to file and pursue such charge consistent with the
18 confidentiality obligations set forth in this Stipulation; and further provided,
19 however, that Class Representative does not waive any rights with respect to, or
20 release Defendant Releasees from, any claim:
 - 21 a. for California Workers’ Compensation benefits (except that Class
22 Representative hereby releases and waives any claims that, as a result of
23 his termination, he is entitled to additional benefits or payments);
 - 24 b. for unemployment compensation benefits;
 - 25 c. that cannot be released by private contract; or
 - 26 d. for breach of the terms of the Stipulation between Class Representative
27 and Defendant.

1 1.9 “Complaint” or “Operative Complaint” means the First Amended Complaint filed with
2 this Court on May 23, 2022.

3 1.10 “Court” means the California Superior Court for the County of Los Angeles.

4 1.11 “Response Deadline” shall mean thirty (30) calendar days from the initial mailing of
5 the Notice to Class Members.

6 1.12 “Defendant” means Maran, Inc. and David Greenberg, collectively.

7 1.13 “Defense Counsel” means D. Chad Anderton and Jamie Y. Lee of Littler Mendelson,
8 P.C.

9 1.14 “Effective Date” means the latest of the following: (a) the Court’s grant of final
10 approval of this Settlement if no objections by or on behalf of members of the Settlement Class have
11 been filed or such objections have been withdrawn or otherwise settled between the parties; (b) the
12 time for appeal has expired if an objection has been filed and no appeal was filed or it was withdrawn;
13 or (c) the final resolution of any appeal that has been filed and this Settlement has not been wholly
14 vacated.

15 1.15 “Class Representative’s Service Payment” means the amount approved by the Court to
16 be paid to the Class Representative, not to exceed \$7,500.00, for the time and work he performed in
17 this Action. The Class Representative’s Service Payment amount shall be separate from and in
18 addition to the Class Representative’s Individual Payment Amount as a Settlement Class Member. The
19 Class Representative’s Service Payment shall be considered non-wages, for which an appropriate IRS
20 Form 1099 will be issued to the Class Representative.

21 1.16 “Final Approval and Fairness Hearing” means the hearing set by the Court to (a) review
22 the Settlement and determine whether the Court should give final approval to this Settlement, (b)
23 consider any timely objections made pursuant to Paragraph 4.6.4 of this Settlement, and all responses
24 by the Parties, (c) consider the request for Class Counsel’s Fee and Costs Award, (d) consider the
25 Settlement Administrator’s costs, and (e) consider the Class Representative’s application for a Class
26 Representative’s Service Payment.

27 1.17 “Final Judgment” shall mean the Judgment entered by the Court upon Granting Final
28 Approval of the Settlement in the form, without material variation, attached hereto as **Exhibit 1**.

1 1.18 “Fee and Costs Award” shall mean Class Counsel’s attorneys’ fees and actual costs for
2 litigation and resolution of this Action, which shall be awarded by the Court upon Class Counsel’s
3 motion/application for attorneys’ fees and costs, and which shall be paid from the Maximum
4 Settlement Amount as defined in Paragraph 1.20.

5 1.19 “Individual Payment Amount” means an individual Class Member’s potential
6 allocation of the Net Settlement Amount, as described in Paragraph 4.2.2, including “Individual
7 PAGA Payment Amount”, as described in Paragraph 1.20, if applicable, unless separately and
8 distinctly identified.

9 1.20 “Maximum Settlement Amount” refers to the maximum total payment Defendant shall
10 be obligated to make in the amount of \$220,000.00 pursuant to this Settlement. The Maximum
11 Settlement Amount shall include (a) attorneys’ fees of up to \$73,333.33, (b) Plaintiff’s reasonable
12 litigation costs and expenses up to \$25,000.00, (c) reasonable third party administration costs in an
13 amount not to exceed \$3,750.00, (d) a PAGA Penalty Payment of \$41,000.00, of which \$30,750.00
14 will be paid to the Labor Workforce Development Agency, representing 75% of PAGA civil penalties,
15 with the remaining 25%, \$10,250.00 to be distributed among the “PAGA Aggrieved Employees”
16 (“PAGA aggrieved employees” are all nonexempt in California employed at any time from August 11,
17 2020 until the date of preliminary approval of the Joint Stipulation of Class Action and PAGA
18 Settlement) (“Individual PAGA Payment Amount”), (e) a class representative Service Payment in the
19 amount of \$7,500.00, and Net Settlement Amount as described in Paragraph 1.21. Defendant’s share
20 of any employer-payroll taxes attributed to Individual Payment Amounts shall be paid separately and
21 in addition to the Maximum Settlement Amount, and shall be determined by the Settlement
22 Administrator.

23 1.21 “Net Settlement Amount” is the remaining portion of the Maximum Settlement
24 Amount after deduction of the court-approved attorneys’ fees and costs, including any attorney liens,
25 Settlement Administration Costs, the payment to the Labor Workforce Development Agency in the
26 amount of \$30,750.00 (representing 75% of the PAGA Penalty Payment), and the Class
27 Representative’s Service Payment. The Net Settlement Amount will be attributed to the portion of
28

1 Individual Payment Amounts and distributed to Settlement Class Members and the PAGA Aggrieved
2 Employees, as described in Paragraph 4.2.

3 1.22 “Notice” or “Notice of Settlement” means the Court approved Notice of Class Action
4 Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in the form,
5 without material variation, attached hereto as **Exhibit 2**.

6 1.23 “Plaintiff” is Michael Garcia Juarez.

7 1.24 “Preliminary Approval Date” means the date the Court approves the Settlement, and
8 the Exhibits thereto, and enters an Order providing for notice of settlement to the Class, an opportunity
9 to opt out of the Class, an opportunity to submit timely objections to the Settlement, a procedure for
10 disputing the number of workweeks, and setting a hearing on the fairness of the terms of Settlement,
11 including approval of Class Counsel’s attorneys’ fees and Class Counsel’s litigation costs and the
12 Class Representative’s Application for a Service Payment.

13 1.25 “Preliminary Approval Order” means the proposed Order Granting Preliminary
14 Approval and Approval of PAGA Settlement, without material variation, attached hereto as **Exhibit 3**.

15 1.26 “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for
16 the benefit of the Settlement Class Members and from which the Settlement payments shall be made.

17 1.27 “Released Claims” means all claims, demands, rights, liabilities, and causes of action
18 that were pled in any of the Complaints in the Action or could have been pled based on the facts
19 alleged in any of the Complaints in the Action, based on Defendant’s alleged (1) failure to provide
20 required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages;
21 (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to
22 discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish
23 accurate itemized statements; (9) failure to indemnify employees for necessary expenditures incurred
24 in discharge of duties; (10) all claims for unfair business practices; and (11) a claim under the
25 California Private Attorneys General Act of 2004 that could have been premised on the facts, claims,
26 causes of action or legal theories described above. The “Release of Claims Period,” or the time period
27 for which claims within the scope of this paragraph are released, shall be from August 12, 2017 until
28 the date of preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement.

1 Plaintiff releases all claims for statutory penalties that could have been sought by the Labor
2 Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA.

3 1.27.1 Release by Participating Class Members Who Are Not Aggrieved Employees: All
4 Participating Class Members, on behalf of themselves and their respective former and present
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
6 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class
7 Period facts stated in the Operative Complaint. Participating Class Members do not release any other
8 claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment
9 and Housing Act, unemployment insurance, disability, social security, workers' compensation, or
10 claims based on facts occurring outside the Class Period.

11 1.27.2 Release by Non-Participating Class Members Who Are Aggrieved Employees: All
12 Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of
13 themselves and their respective former and present representatives, agents, attorneys, heirs,
14 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
15 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
16 Operative Complaint, and the PAGA Notice.

17 1.28 "Releasees" means the Defendant named in the Complaint, together with its past and
18 present officers, directors, shareholders, employees, agents, principals, heirs, representatives,
19 accountants, auditors, consultants, insurers, and their respective successors and predecessors in
20 interest, subsidiaries, affiliates, parents, and attorneys, including but not limited to individual
21 Defendant, David Greenberg.

22 1.29 "Settlement Administration Costs" means the fees and expenses reasonably incurred by
23 the Settlement Administrator as a result of the procedures and processes expressly required by this
24 Stipulation and which are not to exceed \$3,750.00 of the Net Settlement Amount, regardless of
25 whether Final Approval is granted and Final Judgment is ordered, and shall include all costs of
26 administering the Settlement, including, but not limited to, all tax document preparation, custodial
27 fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with
28 preparing, issuing and mailing any and all Notices of Settlement and other settlement correspondence

1 to Class Members and/or Settlement Class Members; all costs and fees associated with communicating
2 with Class Members, Class Counsel, and Defense Counsel regarding settlement; all costs and fees
3 associated with computing, processing, reviewing, and paying the Individual Payment Amounts, and
4 resolving disputed claims; all costs and fees associated with calculating tax withholdings and payroll
5 taxes, making related payment to federal and state tax authorities, and issuing tax forms relating to
6 payments made under the Settlement; all costs and fees associated with preparing any tax returns and
7 any other filings required by any governmental taxing authority or agency; all costs and fees
8 associated with preparing any other notices, reports, or filings to be prepared in the course of
9 administering Individual Payment Amounts; and any other reasonable costs and fees incurred and/or
10 charged by the Settlement Administrator in connection with the execution of its duties under this
11 Stipulation. In the event that the Court does not grant final approval of this Settlement and does not
12 enter final judgment thereon, the Parties agree to share the Settlement Administration Costs incurred
13 to date on a 50/50 basis.

14 1.30 “Settlement Administrator” means and refers to Phoenix Settlement Administrators, the
15 entity that will be responsible for the administration of the Settlement and related matters as described
16 in this Settlement.

17 1.31 “Settlement Class Member” means any and all Class Members who have not timely
18 submitted a valid request for exclusion, as set forth in Paragraph 4.6.3.

19 1.32 “Settlement Proceeds” means the Maximum Settlement Amount.

20 **2. DESCRIPTION OF THE LITIGATION**

21 This Stipulation and all associated exhibits or attachments are made for the sole purpose of
22 settling the Action. This Stipulation and the Settlement it evidences are made in compromise of
23 disputed claims. The Settling Parties enter into this Stipulation on a conditional basis. In the event
24 that the Court does not enter the Final Approval Order and Judgment, or in the event that the
25 associated Judgment does not become a Final Judgment for any reason, this Stipulation (except for
26 those provisions relating to non-admissibility and non-admission of liability and those provisions
27 relating to the return of documents and discovery) shall be deemed null and void *ab initio*, shall be of
28 no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever,

1 including to support certification or oppose decertification of any claim in any action. Further, the
2 negotiation related to this Stipulation shall remain strictly confidential and subject to the provisions of
3 California Evidence Code Sections 1119 and any other analogous rules of evidence that might apply.

4 Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution,
5 injunctive relief, and all other forms of relief, as well as the class and PAGA allegations asserted in the
6 Action. Defendant has agreed to resolve the Action via this Stipulation, but to the extent this
7 Stipulation is deemed void or the Effective Date does not occur, Defendant does not waive, but rather
8 expressly reserves, all rights to challenge all such claims and allegations in the Action upon all
9 procedural and factual grounds, including, without limitation, the ability to challenge class or
10 representative action treatment on any grounds, to move for dismissal of any or all claims, and to
11 assert any and all other potential defenses or privileges. Named Plaintiff and Class Counsel agree that
12 Defendant retains and reserves these rights in the event the Court does not enter the Final Approval
13 Order and Judgment and they agree not to take a position to the contrary; specifically, named Plaintiff
14 and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that
15 based on this Stipulation, Defendant could not contest class certification on any grounds, seek
16 decertification, move for dismissal of any or all claims, and/or assert any and all other potential
17 defenses and privileges if the Action were to proceed.

18 Similarly, to the extent the Court does not enter the Final Approval Order and Judgment, this
19 Stipulation is otherwise deemed void, or the Effective Date does not occur, named Plaintiff does not
20 waive, but rather expressly reserves, all rights to prosecute all such claims and allegations in the
21 Action on his own behalf and on behalf of the allegedly PAGA aggrieved employees and Class
22 Members upon all procedural and factual grounds, including through trial. Defendant agrees that
23 named Plaintiff, the allegedly PAGA aggrieved employees, and the Class Members retain and reserve
24 these rights and they agree not to take a position to the contrary.

25 2.1 Plaintiff is a former non-exempt employee of Defendant, employed as a Warehouse
26 Worker from approximately December 14, 2016 to April 6, 2021.

27 2.2 On August 12, 2021, Plaintiff filed a class action complaint, summarized as follows:
28 (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to

1 pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to
2 pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8)
3 failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary
4 expenditures incurred in discharge of duties; and (10) all claims for unfair business practices.

5 2.3 On May 23, 2022, Plaintiff filed a first amended class action complaint, including an
6 eleventh cause of action for claims under the Private Attorneys General Act of 2004, after submitting a
7 Notice to the LWDA Notice on August 11, 2021.

8 2.4 At the Initial Status Conference on October 18, 2021, the Court stayed discovery and
9 the parties advised of their intent to engage in an early mediation. Defendant informally produced,
10 among other things, hundreds of pages class sample pay data, class sample time data, Defendant's
11 relevant policies and procedures pertaining to the claims raised in the Complaint, and Plaintiff's
12 personnel file (inclusive of Plaintiff's time and payroll records).

13 2.5 On April 28, 2022, the Parties attended a mediation session with Joel Grossman, Esq.,
14 an experienced class action mediator. At this mediation, the Parties discussed Plaintiff's claims,
15 theories for class certification and Defendant's defenses thereto. The Parties also analyzed the
16 potential exposure of Defendant on Plaintiff's claims, Defendant's potential liability for penalties and
17 interest, as well as the potential risks associated with litigating this Action through a contested class
18 certification, trial, and potential appeal(s). The mediation lasted the entire day and allowed the Parties
19 to better understand each other's respective positions as to the claims, defenses, and Defendant's
20 potential exposure to liability. The parties' negotiations resulted in an agreement to resolve the Action
21 based on the terms set forth herein for the Maximum Settlement Amount of Two Hundred Twenty
22 Thousand U.S. Dollars (\$220,000.00).

23 2.9 Class Counsel and Defense Counsel have thoroughly investigated the claims and facts
24 alleged in this Action and have made a thorough study of the legal principles applicable to the claims
25 asserted against Defendant. In response to formal and informal discovery, Defendant has provided
26 Class Counsel with copies of critical policy documents relating to Plaintiff's claims in this Action, as
27 well as Plaintiff's time and payroll records and time and payroll records for the Class.
28

1 2.10 Defense Counsel has explained to Class Counsel that it believes Defendant (1) has
2 substantial factual and legal defenses to the claims asserted in the Action, which render the outcome of
3 the Action substantially uncertain, and (2) believes that class certification would not be granted. Class
4 Counsel has explained to Defense Counsel that it believes (1) certification would be proper, (2)
5 decertification will not happen, and that (3) Plaintiff will prevail on summary judgment or at trial on
6 all claims certified by the Court. The proposed Settlement provides expeditious relief and benefits to
7 Class Members (much sooner than would be possible than if the Parties' disputed positions were to be
8 litigated in continued and ongoing litigation though trial and appeal).

9 2.11 Taking into account all relevant factors, present and potential, the Parties believe that
10 this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
11 Settlement after extensive arms-length negotiations.

12 **3. LIMITATION ON EFFECT OF SETTLEMENT**

13 3.1 In the event that this Settlement is terminated or cancelled pursuant to its terms, the
14 Parties shall be deemed to have reverted to their respective status as of the date and time immediately
15 prior to the execution of the Settlement.

16 3.2 This Settlement shall not constitute, in this or any other proceeding, an admission of
17 any kind by Defendant, including without limitation, that certification of a class is appropriate or
18 proper or that Plaintiff could establish any of the requisite elements for class treatment of any of the
19 claims in the Action. In the event that the Settlement is not finally approved, or the Settlement is
20 otherwise terminated, Defendant expressly reserves all rights to challenge this Action and the
21 propriety of class certification on all available grounds.

22 3.3 The Class Representative and Class Counsel agree that Defendant retains and reserves
23 these rights, and agree not to argue or present any argument, and hereby waive any argument that,
24 based on this Settlement, Defendant cannot challenge claims and allegations in the Action upon any
25 grounds, including, without limitation, challenging class treatment or asserting any and all other
26 potential defenses or privileges.

27 3.4 Defendant specifically and generally denies any and all liability or wrongdoing of any
28 sort with regard to any of the claims alleged, and make no concessions or admissions of liability of

any sort. Nonetheless, Defendant has concluded that further conduct of the Action would be undesirable, and Defendant wants the Action to be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement.

4. OPERATIVE TERMS OF SETTLEMENT

The Parties to this Action agree as follows:

4.1 The Parties will cooperate in obtaining an order from the Court approving the Settlement. The Parties agree to use their best efforts to expedite the preparation and submission of the Settlement and related documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court or that are otherwise necessary to the approval and implementation of this Settlement, and shall otherwise use their respective best efforts to obtain Court approval of this Settlement.

4.1.1 If this Stipulation is terminated or canceled pursuant to its terms, the Parties shall be released from all remaining obligations under the terms of the Stipulation. In such an event, the Parties agree to share any Settlement Administration Costs on a 50/50 basis.

4.2 Allocation of the Net Settlement Amount.

4.2.1 All Settlement Class Members will receive their Individual Payment Amount without the need to complete or submit claim forms.

4.2.2 Each Class Member's Individual Payment Amount shall be calculated by (i) dividing the Settlement Class Member's total number of workweeks worked for Defendant in California during the Class Period by the total number of workweeks worked by all Settlement Class Members for Defendant during the Class Period, and (ii) multiplying that pro rata share by the allocated amount of the Net Settlement Amount. Any workweeks during the Class Period in which a Settlement Class Member did not actually work (for example, while on a leave of absence, *etc.*) are not included in calculating that Settlement Class Member's Individual Payment Amount. The calculation of a Settlement Class Member's total workweeks worked in California shall be construed from Defendant's records. Each Settlement Class Member's Individual Payment Amount shall be distributed to that Settlement Class Member, less applicable withholdings attributed to the portion of

1 Individual Payment Amounts designated as wages, as described in Paragraph 4.2.4(a). Similarly, each
2 Class Member's Individual PAGA Payment Amount, where applicable shall be calculated by (i)
3 dividing the Aggrieved Employee's total number of PAGA pay periods worked for Defendant in
4 California during the PAGA Period by the total number of workweeks worked by all Aggrieved
5 Employees who worked for Defendant during the PAGA Period, and (ii) multiplying that pro rata
6 share by the allocated amount of the Net PAGA Settlement Amount. Any pay periods during the
7 PAGA Period in which a PAGA Aggrieved Employee did not actually work (for example, while on a
8 leave of absence, *etc.*) are not included in calculating that Settlement Class Member's Individual
9 PAGA Payment Amount. The calculation of the Aggrieved Employee's total PAGA pay periods
10 worked in California shall be construed from Defendant's records. Each Settlement Class Member's
11 Individual PAGA Payment Amount shall be distributed as described in Paragraph 4.2.4(c).

12 4.2.3 For each Class Member who submits a valid and timely request for exclusion, the
13 Settlement Administrator shall proportionally increase the payments to each participating Class
14 Member such that the total Settlement payout equals one hundred percent (100%) of the Net
15 Settlement Amount.

16 4.2.4 The Parties recognize that the Individual Payment Amounts to be paid to Class
17 Members, including Individual PAGA Payment Amounts reflect settlement of a dispute over claimed
18 wages, interest, penalties. All Individual Payment Amounts to Settlement Class Members are allocated
19 as follows:

20 (a) Thirty percent (30%) of the Individual Payment Amounts shall be allocated for
21 payment of disputed wages to Settlement Class Members. For this portion of the Individual Payment
22 Amounts, Settlement Class Members shall receive a W-2 form.

23 (b) Seventy percent (70%) of the Individual Payment Amounts shall be allocated for
24 disputed penalties and interest. This portion of the Individual Payment Amounts consists of other
25 income, not wages, for which Settlement Class Members shall receive a 1099 form.

26 (c) The Individual PAGA Payment Amounts shall be counted as penalties rather than
27 wages for tax purposes, for which the Settlement Class Member shall receive a 1099 form.

28 4.3 The Employer's Share of Payroll Taxes

1 4.3.1 The Settlement Administrator shall remit and report the applicable portions of the
2 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties and
3 undertakings set forth in Paragraph 1.29. The employer's share of payroll taxes attributed to the
4 Individual Payment Amounts shall be paid separately and in addition to the Maximum Settlement
5 Amount as set forth in paragraph 1.20. The Settlement Administrator shall furnish its own Employer
6 ID Number and calculate all settlement checks and payroll deductions based on the information that
7 will be provided by Defendant.

8 4.3.2 Other than the withholding and reporting requirements set forth in Paragraphs 1.29 and
9 4.2.4, Settlement Class Members shall be solely responsible for the reporting and payment of their
10 share of any federal, state and/or municipal income or other taxes on payments made pursuant to this
11 Settlement. No party has made any representation to any of the other Parties as to the taxability of any
12 payments pursuant to this Settlement, including the payments to Class Members, the payments to
13 Class Counsel, the payment to the Class Representative, the payroll tax liability of Defendant, or the
14 allocation of Settlement proceeds to wage and non-wage income as provided in Paragraph 4.2.4, or
15 otherwise as to the tax implications of any provision of this Settlement.

16 4.4 Preliminary Approval

17 4.4.1 Plaintiff will seek to obtain the Court's preliminary approval of the Settlement as
18 directed by the Court. Plaintiff will submit this Settlement to the Court for preliminary approval of its
19 terms and for approval of the steps to be taken to obtain final approval of the Settlement. Plaintiff will
20 request that the Court's preliminary approval of this Settlement be embodied in a Preliminary
21 Approval Order (as defined in Paragraph 1.25).

22 4.5 Notice to Class Members. The Settlement Administrator shall disseminate the Notice
23 in the manner described below, with the Settlement Administration Costs being paid from the
24 Maximum Settlement Amount.

25 4.5.1 No later than twenty one (21) days after the entry of the Preliminary Approval Order,
26 Defendant shall provide the Settlement Administrator with the following information for each Class
27 Member: name, last known mailing address, last known email address (if available), last known
28 telephone number, social security number, and the total number of workweeks in California as a

1 nonexempt employee during the Class Period. No later than ten (10) calendar days after receipt of
2 such Class Member information, the Settlement Administrator will perform a national change of
3 address (“NCOA”) search, update the addresses per the results of the NCOA search, and then mail the
4 Notice (as defined in Paragraph 1.22) to each Class Member by first-class mail, postage prepaid and
5 electronic mail.

6 4.5.2 In the event that a Notice sent by mail is returned as undeliverable, the Settlement
7 Administrator will make reasonable efforts to obtain a valid mailing address by using the Social
8 Security number of the Class Member and standard skip tracing devices to conduct a search for a
9 correct mailing address and by contacting Class Counsel and Defense Counsel. Such efforts shall
10 include conducting a reasonable search for the correct address at a cost of up to \$1.25 per Class
11 Member whose Notice is returned as undeliverable and contacting Defendant for an updated address
12 for current employees. Following each search that results in a corrected address, the Settlement
13 Administrator shall promptly resend the Notice to the Class Member by first-class mail, postage
14 prepaid. Following each search that results in no corrected address, the Settlement Administrator shall
15 resend the Notice to the Class Member, postage prepaid, to the original address; only one (1) such re-
16 mailing to the same address shall ever occur, per address. The Settlement Administrator shall make
17 one (1) attempt to re-mail the Notice within five (5) calendar days from the date of the return of the
18 Notice. In any event, such efforts must be completed no less than fifteen (15) business days before the
19 date of the Final Approval and Fairness Hearing.

20 4.5.3 If Defendant and the Settlement Administrator determine, based upon further review of
21 available data, that a person previously identified as being a Class Member should not be so included
22 or identify a person who should have been included as a Class Member but was not so included,
23 Defendant and the Settlement Administrator shall promptly delete or add such person as appropriate
24 and immediately notify Class Counsel prior to such deletions or additions (and the reasons thereof).

25 4.5.4 All costs of mailing of the Notice, whether foreseen or not, shall be paid from the
26 Maximum Settlement Amount, including the cost of searching for Class Members’ addresses as
27 provided in Paragraphs 4.5.1 and 4.5.2.

1 4.5.5 No later than the filing of Plaintiff's Motion for Final Approval of Class Action
2 Settlement, the Settlement Administrator shall enable Class Counsel to file a declaration under penalty
3 of perjury advising the Court that the requirements of Paragraphs 4.5.1 and 4.5.2 of this Settlement
4 have been fulfilled. The Settlement Administrator shall provide such other reports as requested by
5 counsel for the Parties or the Court, including any required declarations in support of preliminary and
6 final approval of the Settlement.

7 4.5.6 Compliance with these procedures shall constitute due and sufficient notice to Class
8 Members of this Settlement and shall satisfy the requirement of due process. Nothing else shall be
9 required of, or done by, the Parties, Class Counsel, and Defense Counsel to provide notice of the
10 proposed Settlement.

11 4.5.7 Other than the obligations set forth in this Agreement, Defendant shall have no
12 additional obligation to identify or locate any Class Member or have any liability in connection with
13 the provision of information to the Settlement Administrator.

14 4.6 Responses to Notice

15 4.6.1 For Class Members who are re-mailed the Notice due to it being undeliverable, the
16 deadline by which to submit a Dispute, Request for Exclusion, or Objection will be the later of: (a) ten
17 (10) calendar days from the date the Notice was re-mailed; or (b) the Response Deadline.

18 4.6.2 The Notice shall inform Class Members of the number of workweeks they worked as
19 non-exempt employees in California during the Class Period and PAGA Period based on Defendant's
20 records. Class Members may dispute this information by providing the Settlement Administrator with
21 additional information and documentation postmarked on or before the Response Deadline
22 ("Dispute"). A Dispute must be signed by the Class Member, reference the case name and case
23 number 21STCV29894, and state all of the following: (1) the full name of the Class Member; (2) the
24 number of workweeks the Class Member contends is correct; and (3) attach any documentation
25 support his or her contended number of workweeks. If there is a Dispute, the Settlement Administrator
26 will consult with the Parties to determine whether an adjustment is warranted. Any Disputes not
27 resolved by the Settlement Administrator or the Parties will be resolved by the Court. Prior to any such
28 involvement of the Court, counsel for the Parties will confer in good faith to resolve the Disputes

1 without the necessity of involving the Court. Neither the Parties nor any of their counsel shall
2 discourage any Class Member from submitting a Dispute.

3 4.6.3 Class Members, with the exception of the Class Representative, may opt-out of the
4 Settlement. Class Members who wish to exercise this option must submit a Request for Exclusion
5 Form ("Request for Exclusion") as provided in this Paragraph. The Request for Exclusion must
6 include the Class Member's full name, address, and telephone number, the name and case number of
7 the Action, and shall be signed by the Class Member. Unsigned Requests for Exclusion, those that do
8 not comply with the requirements listed herein, or those postmarked after the Response Deadline will
9 not be honored unless mutually agreed to by counsel for all Parties or ordered by the Court. Class
10 Members will have until the Response Deadline (as defined in Paragraph 1.11) within which to
11 complete and postmark their Request for Exclusion. The date of the postmark shall be the exclusive
12 means used to determine whether a Request for Exclusion has been timely submitted, if the postmark
13 is legible. If the postmark elope is not legible, then the date the return-mailing envelope is received by
14 the Settlement Administrator shall be the exclusive means to determine whether a Request for
15 Exclusion has been timely submitted.

16 By submitting a Request for Exclusion, a Class Member shall be deemed to have exercised his
17 or her option to opt-out of the class action lawsuit. Any member of the Class who requests exclusion
18 from the Settlement will not be entitled to any share of the Settlement, will not be bound by the
19 Settlement, and will not have any right to object, appeal or comment thereon. Class Members who fail
20 to submit a valid and timely Request for Exclusion shall be bound by all terms of the Settlement and
21 the Final Judgment entered in this Action, regardless of whether they otherwise have requested
22 exclusion from the Settlement. The Settlement Administrator shall forward all Requests for Exclusion
23 received to Class Counsel and Defense Counsel within one (1) business day of receipt. Also, not later
24 than the filing of Plaintiff's Motion for Final Approval of Class Action Settlement, the Settlement
25 Administrator shall enable Class Counsel to file the declaration of the Settlement Administrator
26 advising the Court of a complete list of all members of the Class who have timely requested exclusion
27 from the Settlement, and which shall authenticate all Requests for Exclusion received. The Settlement
28

1 Administrator's declaration shall also include all Requests for Exclusion received as exhibits to the
2 declaration.

3 4.6.4 Any person or entity who does not request exclusion but who wishes to object to this
4 Settlement must submit an Objection Form ("Objection") as provided in this Paragraph. The
5 Objection must be signed by the Settlement Class Member, reference the case name and case number
6 21STCV29894, and state all of the following: (1) the full name of the Class Member; (2) the dates of
7 employment of the Class Member; (3) the grounds for the objection; (4) any legal briefs, papers, or
8 memoranda the objecting Class Member proposes to submit to the Court; and (5) Class Members who
9 fail to object in the manner specified above still have the right to appear in Court at the Final Approval
10 Hearing to state his or her objections.

11 Class Members will have until the Response Deadline (as defined in Paragraph 1.11) within
12 which to complete and postmark their Objection. If the postmark is not legible, then the date the
13 return-mailing envelope is received by the Settlement Administrator shall be the exclusive means to
14 determine whether the Objection has been timely submitted.

15 Any person or entity who fails to submit such a timely written Objection shall be deemed as
16 having waived his/her objection, unless otherwise ordered by the Court, but shall not be precluded
17 from appearing at the Final Approval and Fairness Hearing should s/he wish to appear. Either of the
18 Parties may file a responsive document to the Objection, or other similar document purporting to
19 object to the Settlement, with the Court no later than five (5) calendar days before the Final Approval
20 and Fairness Hearing. The Settlement Administrator shall forward Class and Defense Counsel copies
21 of all Objections or other documents purporting to object to the Settlement, within one (1) business
22 day of receipt. Also, not later than the filing of Plaintiff's Motion for Final Approval of Class Action
23 Settlement, the Settlement Administrator shall enable Class Counsel to file a declaration under penalty
24 of perjury advising the Court with a complete list of all members of the Class who have submitted
25 objections, and shall authenticate all Objections received. The Settlement Administrator's declaration
26 shall also include all Objections received as exhibits to the declaration.

27 If the Class Member does not submit an Objection or appear in Court to object at the Final
28 Approval Hearing, the Class Member shall be deemed to have waived his or her right to object, and

1 shall be foreclosed from making any objections to the Settlement whether by appeal or otherwise. At
2 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
3 to object to the Settlement. The Settlement Administrator shall provide the Parties with weekly
4 updates regarding the status of any Objections.

5 4.6.5 If any individual whose name does not appear on the updated Class list provided to the
6 Settlement Administrator believes that he or she is a member of the Class, he or she shall have the
7 opportunity to dispute his or her exclusion from the Class. If an individual believes he or she is a
8 member of the Class, he or she must notify the Settlement Administrator in writing no later than the
9 Response Deadline (as defined in Paragraph 1.11). The Parties will meet and confer regarding any
10 such individual(s) in an attempt to reach an agreement as to whether any such individual(s) should be
11 regarded as a member of the Class. If the Parties so agree, the Settlement Administrator will mail a
12 Notice (as defined in Paragraph 1.22) to the individual(s), and treat the individual(s) as a member of
13 the Class for all other purposes. Such an individual will have all of the same rights as any other
14 member of the Class under this Agreement, and shall have up until the latter of ten (10) business days
15 from the mailing of the Notice or the Response Deadline in which to submit a Dispute, Request for
16 Exclusion Form, or Objection Form.

17 4.6.6 Neither the Parties nor their respective counsel will solicit or otherwise encourage any
18 Class Member, directly or indirectly, to request exclusion from the Settlement or object to the
19 Settlement.

20 4.6.7 The Settlement Administrator must forward all Disputes to the Parties within one (1)
21 business day of receipt. Defendant shall review and respond to each submitted Dispute regarding the
22 total number of workweeks worked by the Settlement Class Member in California during the Class
23 Period within ten (10) calendar days of receipt, and shall transmit a copy of their response to the
24 Settlement Administrator. Defendant's response shall state whether Defendant agrees with or disputes
25 the information provided by the Class Member.

26 (a) If Defendant agrees with all of the information provided in the Dispute regarding the
27 total number of workweeks or PAGA Pay Periods worked by the Settlement Class Member in
28

1 California during the Class Period, the information and/or documentation provided by the Settlement
2 Class Member shall govern the calculation of his or her Individual Payment Amount.

3 (b) If Defendant disagrees with any of the information provided in a Dispute regarding the
4 total number of workweeks or PAGA Pay Periods worked by the Settlement Class Member in
5 California during the Class Period, it shall follow the procedure set forth in Paragraph 4.6.8 of this
6 Settlement.

7 4.6.8 In the event that Defendant disagrees with the information provided in a Dispute
8 regarding the total number of weeks or PAGA Pay Periods worked by the Settlement Class Member
9 during the Class Period, Defense Counsel will promptly advise Class Counsel in writing of the Dispute
10 and provide Class Counsel with copies of information sufficient to resolve the dispute. Copies of all
11 correspondence with the person(s) submitting Disputes shall be made available to Class Counsel upon
12 request. Defense Counsel and Class Counsel shall attempt in good faith to resolve any such dispute
13 within ten (10) calendar days of Class Counsel's receipt of Defense Counsel's notice of a Dispute.
14 Class Counsel shall have full discretion on behalf of the Settlement Class Members to resolve such
15 disputes with Defense Counsel, except that any and all payment relating to the disputed entitlement
16 must be from the Net Settlement Amount. If Defense Counsel and Class Counsel are unable to resolve
17 the Dispute within ten (10) calendar days, a final and binding determination on the dispute shall be
18 made by the Settlement Administrator.

19 4.7 Application for Class Counsel's Attorneys' Fees and Litigation Costs. Class Counsel
20 shall apply to the Court for the Fee and Costs Award as defined in paragraph 1.18. Class Counsel shall
21 request an award of attorneys' fees for an amount not to exceed \$73,333.33, including satisfaction of
22 any liens and litigation costs actually incurred, in an amount not to exceed \$25,000.00. Defendant
23 agrees not to oppose this request.

24 4.8 Application for Class Representative's Service Payment. Class Counsel, on behalf of
25 the Class Representative, shall apply to the Court for the Class Representative's Service Payment (as
26 defined in paragraph 1.15) for an amount not to exceed \$7,500.00 from the Maximum Settlement
27 Amount.
28

1 4.9 Final Approval and Fairness Hearing. On the date set forth in the Notice of Settlement,
2 the Court shall hold the Final Approval and Fairness Hearing where objections, if any, may be heard.
3 Defendant reserves its rights to file papers in advance of the Final Approval and Fairness Hearing.

4 4.10 Final Judgment. If the Court approves this Settlement at the Final Approval and
5 Fairness Hearing, the Parties request that the Court enter the Final Judgment after the Maximum
6 Settlement Amount is fully funded.

7 4.11 Distribution of Settlement Proceeds

8 4.11.1 Defendant shall deliver the Settlement Proceeds and the estimated amount for
9 employer-related payroll taxes by wiring the funds into the QSF, set up and controlled by the
10 Settlement Administrator. All distributions required by the Settlement Administrator are to be paid
11 not later than ten (10) calendar days after the receipt of the final payment from Defendant.

12 4.11.2 The QSF shall be an interest-bearing account(s) at a federally-insured bank(s) that is
13 mutually acceptable to the Parties and the Settlement Administrator that is FDIC insured for the full
14 amount deposited. The Parties agree that the QSF shall be a non-reversionary fund and that under no
15 circumstance will there be any reversion to Defendant of any of the funds from the Settlement
16 Proceeds or the QSF.

17 4.11.3 The Settlement Administrator shall distribute checks via first-class mail to Settlement
18 Class Members for their respective Individual Payment Amounts no later than fourteen (14) calendar
19 days after Defendant wires the final payment of Settlement Proceeds into the QSF.

20 4.11.4 After one-hundred eighty (180) days of issuance, funds from undeposited checks, along
21 with any amounts that would have been paid to Class members who request exclusion, will be
22 delivered to the California State Controller (Unclaimed Property) by the Settlement Administrator, or
23 shall otherwise be distributed as ordered by the Court. The failure by any Class Member to claim or
24 deposit any check issued by the Settlement Administrator shall have no effect on that Class Member's
25 release of all Released Claims (as defined in paragraph 1.27). The Settlement Administrator shall also
26 enable Class Counsel to file a declaration attesting to the distribution of the Maximum Settlement
27 Amount and the distribution of any "residual" funds as further ordered by the Court. Also, the Court
28 may issue an appropriate Order, transmitting any unclaimed funds that would have otherwise been

1 payable to Class Members in settlement checks that remain uncashed, along with any accrued interest
2 thereon, to the California State Controller (Unclaimed Property).

3 4.11.5 The Settlement Administrator shall also remit all amounts withheld from Individual
4 Payment Amounts attributed to the wage portion of the payments and all employer-related payroll
5 taxes to the Internal Revenue Service and California E.D.D., and/or any other proper entity to whom
6 withholdings and employer-related payroll taxes attributed to Individual Payment Amounts are due, no
7 later than one hundred and eighty (180) days after issuance of Individual Payment Amounts as set
8 forth in paragraph 4.11.3. In the event that the estimated amount of Defendant's employer-related
9 payroll taxes exceeds the amount wired to the QSF, any excess monies shall revert to Defendant.

10 4.11.6 No person shall have any claim against the Settlement Administrator, Defendant or any
11 of the Releasees, the Class Representative, the Class Members, or Class Counsel based on payments
12 made substantially in accordance with this Settlement, or further Orders of this Court.

13 4.12 Release of Claims

14 4.12.1 Contingent upon full and final payment by Defendant of the Maximum Settlement
15 Amount consistent with Paragraph 4.11.1, the Class Representative and each Class Member shall be
16 deemed to have fully, finally, and forever released the Releasees from all Released Claims.

17 4.12.2 In addition, the Class Representative shall be deemed to have fully, finally, and forever
18 released the Releasees from the Class Representative's Released Claims, contingent upon full and
19 final payment by Defendant of the Maximum Settlement Amount consistent with Paragraph 4.11.1.

20 4.12.3 With respect to the Class Representative's Released Claims *only*, the Class
21 Representative shall be deemed to have expressly waived and relinquished, to the fullest extent
22 permitted by law, the provisions, rights, and benefits she may otherwise have had pursuant to
23 Paragraph 1542 of the California Civil Code, which provides as follows:

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

27 4.13 Miscellaneous Provisions

1 4.13.1 Unless otherwise specifically provided herein, all notices, demands, or other
2 communications given hereunder shall be in writing and shall be addressed as follows:

3 To Plaintiff and the Class:

4 Grant Savoy
5 Shoham Solouki
6 Solouki Savoy, LLP
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012

7 To Defendant:

8 D. Chad Anderton
9 Jamie Y. Lee
10 Littler Mendelson, P.C.
18565 Jamboree Road, Ste. 800
Irvine, CA 92612

11 4.13.2 Defendant shall not take any adverse action against any Class Member because of the
12 Action or because of the existence of, and/or participation in, the Settlement, or because they choose
13 to benefit from the Settlement or to object to the Settlement. Neither Party shall take any action to
14 discourage Class Members from participating in the Settlement.

15 4.13.3 Each Party has cooperated in the drafting and preparation of this Settlement. Hence, in
16 any construction made to this Settlement, the same shall not be construed against any of the Parties.

17 4.13.4 The Class Representative, by signing this Settlement, is bound by the terms herein and
18 further agrees not to request to be excluded from the Settlement and not to object to any terms of this
19 Settlement. Any such request for exclusion or objection shall therefore be void and of no force or
20 effect. Defendant, Class Counsel, and the Class Representative waive their rights to file an appeal,
21 writ, or any challenge whatsoever to the terms of this Settlement.

22 4.13.5 Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the
23 Class, Class Members, or Class Representatives, may recover or seek to recover any amounts for fees,
24 costs, or disbursements from the Releasees or the Settlement except as expressly provided herein.

25 4.13.6 This Settlement may not be changed, altered, or modified, except in writing signed by
26 the Parties hereto and approved by the Court. This Settlement may not be discharged except by
27 performance in accordance with its terms or by a writing used by the Parties hereto.
28

1 4.13.7 This Agreement, including Exhibits, constitutes the full, complete and entire
2 understanding, agreement and arrangement between the Class Representative and Settling Plaintiffs on
3 the one hand, and Defendant on the other hand, with respect to the settlement of the Action and
4 Released Claims against Defendant. Except those set forth expressly in the Agreement, there are no
5 other agreements, covenants, promises, representations or arrangements between the Parties with
6 respect to the Settlement of the Action and the Released Claims against Defendant.

7 4.13.8 This Settlement shall be binding upon and inure to the benefit of the Parties hereto and
8 their respective heirs, trustees, executors, successors, and assigns.

9 4.13.9 This Settlement may be executed in one or more counterparts. All executed
10 counterparts and each of them shall be deemed to be one and the same instrument.

11 4.13.10 In the event that one or more of the Parties to this Settlement institutes any legal
12 action, arbitration, or other proceeding to enforce the provisions of this Settlement or to declare rights
13 and/or obligations under this Settlement, the successful party or parties shall be entitled to recover
14 from the unsuccessful party or parties reasonable attorneys' fees and costs. Notwithstanding the entry
15 of Final Judgment, the Court shall retain jurisdiction of this matter solely for the purposes of
16 interpreting and enforcing the terms of this Agreement and the Judgment.

17 4.13.11 This Settlement and the Exhibits hereto shall be considered to have been negotiated,
18 executed, and delivered, and to have been wholly performed, in the State of California, and the rights
19 and obligations of the Parties to the Settlement shall be construed and enforced in accordance with,
20 and governed by, the substantive laws of the State of California (including Cal. Code Civ. P. § 664.6)
21 without giving effect to that State's choice of law principles.

22 4.13.12 Paragraph titles or captions contained in the Settlement are inserted as a matter of
23 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
24 Settlement, or any provision thereof.

25 4.13.13 Before declaring any provision of this Settlement invalid, the Court shall first attempt
26 to construe the provisions valid to the fullest extent possible consistent with applicable precedents so
27 as to define all provisions of this Settlement valid and enforceable.

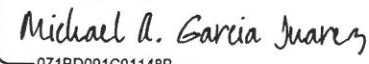
4.13.14 The Parties agree to the Court staying and holding all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the settlement hearings to be conducted by the Court.

4.13.15 The Parties agree to keep the Settlement confidential through Preliminary Approval. Thereafter, the Parties agree that they will make no comments to the media or otherwise publicize the terms of the Settlement. Class Counsel and Defense Counsel agree to make no reference to the Settlement on their respective websites and/or on their respective social media.

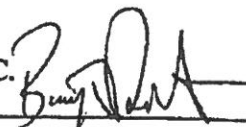
4.13.16 All terms of this Agreement and the Exhibits thereto shall be governed by and interpreted according to the law of the State of California.

IN WITNESS WHEREOF, this Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

Dated: 9/20/2022, 2022

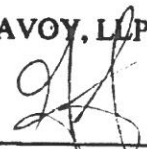
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MICHAEL GARCIA JUAREZ
 Plaintiff

Dated: 9/20/, 2022

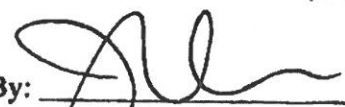
MARAN, INC.
 By: 
 Its: COO
 Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: 9/20, 2022

SOLOUKI SAVOY, LLP

 By: _____
 Grant Savoy
 Attorney for Plaintiff and the Class

Dated: Sept. 20, 2022

LITTLER MENDELSON, P.C.

 By: _____
 D. Chad Anderton
 Jamie Y. Lee
 Attorneys for Defendant Maran, Inc.

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT