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SUPERIOR COURT OF CALIFORNIA

LOS ANGELES COUNTY

MARIA HERNANDEZ, and the proposed
class

Plaintiff

v.

RMP SAFETY SERVICES, INC., a
California corporation; INSPIRE
DIAGNOSTICS, LLC, a Florida corporation;
and DOES 1-5

Defendants

Case No.: 21STCV33842

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

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement Agreement”) is entered into by MARIA HERNANDEZ (“Plaintiff”), individually and on behalf of other similarly situated employees, and RMP SAFETY SERVICES, INC. and INSPIRE DIAGNOSTICS, LLC (“Defendants”) (collectively the “Parties”), and is subject to the terms and conditions below, and to the Court’s approval. The Parties expressly acknowledge this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will have no effect, and the Parties will return to their positions immediately before it was entered.

1 **DEFINITIONS**

2 The following definitions apply to this Settlement Agreement. Additional definitions
3 contained in the Agreement will also be effective:
4

5 1. "Action" means the civil action pending in the Superior Court of California, County
6 of Los Angeles, titled Maria Hernandez v. RMP Safety Services, Inc. et al, Case No.
7 21STCV33842.

8 2. "Class Counsel" means Hamner Law Offices, APLC.

9 3. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses approved
10 by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred
11 and to be incurred by Class Counsel's counsel in the Action, including, but not limited to,
12 costs to document the Settlement, provide required notices, secure Court approval of the
13 Settlement, administer the Settlement, obtain entry of the Judgment terminating the Action.
14 Any portion of Class Counsel Fees and Costs not awarded will remain in the Net Settlement
15 Amount.
16

17 4. "Class List" means a complete list of all Class Members that Defendants will
18 diligently and in good faith compile from their records and provide to the Settlement
19 Administrator within 7 business days after the Court's entry of an order granting preliminary
20 approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and
21 include: each Class Member's full name; most recent mailing address and telephone number;
22 email address, if available; Social Security number; Individual Workweeks employed during
23 the Class Period; and any other information needed to calculate settlement payments. Class
24 Members' personal information shall be kept confidential by the Settlement Administrator and
25 Plaintiff's attorneys and shall be used only to implement the terms of the Settlement, including
26 providing notice of the Settlement to the Class, and filing IRS and state tax forms for
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1 Participating Class Members' Individual Settlement Award payments.

2 5. "Class Member(s)" or "Settlement Class" means All persons who worked for at a
3 Covid-19 testing location for Defendants and were classified by Defendants as an "independent
4 contractor" in between January 1, 2020 and December 31, 2021.
5

6 6. "Class Period" means between January 1, 2020 and December 31, 2021.

7 7. "Class Representative Service Award" means the amount to be paid from the
8 Maximum Settlement Amount to the Plaintiff in exchange for signing a general release and in
9 recognition of her effort in prosecuting the Action on behalf of Class Members. Any portion of
10 the Class Representative Service Award not awarded will remain with the Net Settlement
11 Amount.
12

13 8. "Court" means the Superior Court for the State of California, County of Los Angeles,
14 or any other court taking jurisdiction of the Action.

15 9. "Effective Date" means the date when the Final Approval Order becomes final. For
16 purposes of this Paragraph, the Final Approval Order "becomes final" upon the last to occur of
17 the following: (a) if there are no objections, the date the Court enters an order granting final
18 approval of the Settlement; (b) if there are objections to the Settlement, and if an appeal,
19 review, or writ is not sought from the Final Approval Order, the day after the time period to
20 appeal the Settlement has expired; or, (c) the final resolution of any appeal.
21

22 10. "Individual Settlement Payment" means each Participating Class Member's share of
23 the Net Settlement Amount.
24

25 11. "Maximum Settlement Amount" or "MSA" means seven hundred forty-five thousand
26 dollars \$745,000 to be paid by Defendants in full satisfaction of all claims arising from the
27 Action. Defendant will not pay more than the MSA in settlement of the Action, except for the
28 employer's share of payroll taxes on that amount of the Settlement allocated as wages. The

Parties agree that Defendant RMP Safety Services shall contribute a total of \$55,000 to the MSA; and Defendant Inspire Diagnostics shall contribute a total of \$690,000 to the MSA.

12. "Net Settlement Amount" of "NSA" means the amount available for distribution after deductions from the MSA for the Class Representative Service Award, Class Counsel's attorneys' fees and expenses, PAGA Payment, and Settlement Administrator's fees and expenses. The entire NSA will be distributed to Participating Class Members. The NSA is \$420,167.

13. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. A valid must include: (i) the objector's full name, signature, address, and telephone number and (ii) a written statement of all grounds for the objection. Any member of the Settlement Class who does not file a timely written objection to the Settlement or Class Counsel's motion for attorneys' fees and costs and provide notice of intent to appear at the Final Approval hearing will have waived the right to make written objections.

14. "Notice Packet" means the Notice of Class Action Settlement, Change of Address form, and pre-printed return envelope.

15. "PAGA Payment" means the payment made to the California Labor and Workforce Development Agency (LWDA).

16. "Participating Class Members" means all Class Members who do not submit a valid Request for Exclusion.

17. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

18. "Released Class Claims" means on the Effective Date, and except as to such rights or claims as may be created by the Settlement, Plaintiff and all Participating Class Members will release and all claims, debts, liabilities, demands, actions, or causes of action of every nature

1 and description that were alleged in the operative complaint relating to the alleged failure of
2 any of the Released Parties arising out of or relating to work performed during the Class
3 Period, including claims based on California Labor Code sections 201, 202, 203, 226, 226.7,
4 510, 512, 1194, 1194.2, 1197, California Code of Regulations, Title 8 Section 11000 et seq.,
5 the applicable Industrial Welfare Commission (IWC) Wage Orders, including 7-2001,
6 Business & Professions Code section 17200-17208 or any related damages, penalties,
7 restitution, disgorgement, interest or attorneys' fees, and, any and all claims for injunctive
8 relief, restitution, breach of contract or company policy, fraudulent business practices brought
9 pursuant to the California Business & Professions Code and related to the above alleged Labor
10 Code violations asserted in the operative First Amended Complaint; and any and all claims or
11 causes of action for penalties, interest and/or attorneys' fees and costs related to the above
12 alleged Labor Code violations asserted in the operative Complaint. All Class Members who
13 do not timely submit a valid Request for Exclusion will be deemed to have fully, finally and
14 forever released, settled, compromised, relinquished and discharged all of the Released Parties
15 of and from all Released Claims accruing during the Class Period. On the Effective Date, all
16 Class Members who do not timely submit a valid Request for Exclusion will be forever barred
17 from prosecuting all Released Claims against the Released Parties.
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21 19. "Released PAGA Claims" means all Class Members are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
24 that were alleged, or reasonably could have been alleged based on the facts and claims stated in
25 the First Amended Complaint, for a PAGA period of January 1, 2020 to December 31, 2021.
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1 20. "Released Parties" means Defendants and each of their former and present parents,
2 subsidiaries and affiliated companies, and their current, former and future officers, directors,
3 members, managers, employees, consultants, partners, parents, affiliates, subsidiaries,
4 shareholders, attorneys, insurers, representatives, joint venturers, agents, predecessors,
5 successors, assigns, legal representatives, and all persons or entities acting by, through, or in
6 concert with any of them.
7

8 21. "Request for Exclusion" means a timely letter submitted by a Class Member
9 requesting exclusion from the Settlement which must: (a) include the Class Member's name,
10 address, telephone number, and last four digits of the Social Security Number; (b) be signed by
11 the Class Member; (c) returned by mail to the Settlement Administrator at the address in the
12 Notice Packet; (d) clearly state the Class Member wishes to be excluded from the Settlement;
13 and, (e) be postmarked on or before the Response Deadline.
14

15 22. "Response Deadline," for requesting exclusion from, or objecting to, the Settlement
16 means 60 calendar days from the Settlement Administrator's initial mailing of the Notice
17 Packet, extended to the next day the U.S. Postal Service is open if the 60th day falls on a
18 Sunday or Federal holiday. The Response Deadline will be extended 15 calendar days for any
19 Class Member who is re-mailed a Notice Packet by the Settlement Administrator in
20 accordance with the notice procedure described in this Settlement Agreement, extended to the
21 next day the U.S. Postal Service is open if the 15th day falls on a Sunday or Federal holiday.
22 The Response Deadline may also be extended by agreement between Class Counsel and
23 Defendant.
24

25 23. "Settlement Administration Expenses" means costs payable to the Settlement
26 Administrator for administering the Settlement, including, but not limited to, establishing a
27 post office box and toll free telephone number for Class Member communications; printing,
28

1 posting, distributing, and tracking documents; searches to locate Class Members; calculating
2 and distributing Individual Settlement Payments, Class Representative Service Award
3 Payment, Class Counsel Fees and Costs, and PAGA Payment; tax reporting, including issuing
4 IRS 1099 and W-2 forms; preparing reports and declarations; establishing and administering a
5 qualified settlement fund account; and certifying completion of the Settlement Administration
6 ordered by the Court, and other responsibilities set forth in this Settlement Agreement and
7 requested by the Parties.
8

9 24. "Settlement Administrator" means Phoenix Class Action Solutions or other third-
10 party class action settlement administrator agreed to by the Parties and approved by the Court
11 to administer this Settlement. The Parties have no financial or other interest in the Settlement
12 Administrator that could create a conflict of interest.
13

14 **TERMS OF THE AGREEMENT**

15 Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as follows:

16 25. Impact of Court Not Entering Final Approval Order. If the Court does not enter a
17 Final Approval Order, and this Agreement does not become effective, on the date Final
18 Approval is denied, the status of the Action will be deemed to return to its status at the time
19 immediately before filing the Notice of Settlement, as if the Parties had never executed this
20 Settlement Agreement.
21

22 26. Funding the Maximum Settlement Amount. Within 5 days of entry of the Order
23 granting Final Approval, Defendants will each deposit their share of the MSA into a Qualified
24 Settlement Account which the Settlement Administrator will have authority to distribute
25 money from in accordance with the terms of this Settlement Agreement.
26

27 27. Class Counsel Fees and Costs. Defendants agree not to oppose any motion by Class
28 Counsel for Class Counsel Fees and Costs of one-third (33 1/3%) of the MSA, or \$248,333,

1 plus reimbursement of litigation costs and expenses, not to exceed \$10,000. In consideration of
2 the awarded attorneys' fees and costs and expenses, Class Counsel waives all claims for
3 attorneys' fees and costs in this Action.
4

5 28. Class Representative Service Award and Her Class Payment. In exchange for Plaintiff
6 executing a general release, and in recognition of their effort prosecuting the Action on behalf
7 of Class Members, Defendants agree not to oppose an application for Class Representative
8 Service Award of \$10,000 to Plaintiff Maria Hernandez. The Class Representative Service
9 Award paid from the MSA will be in addition to Plaintiff's Individual Settlement Payment.
10 Plaintiff will be responsible to pay all applicable taxes on the payment made pursuant to this
11 paragraph and will hold Defendants harmless from all liability for taxes, penalties, or interest
12 arising from the payment. The parties agree that Plaintiff shall be paid a class payment based on
13 20 work weeks worked.
14

15 29. Settlement Administration Expenses. The Parties agree the Settlement Administrator
16 shall be Phoenix Class Action Solutions ("Phoenix"). Phoenix will be paid reasonable fees
17 and costs of administration of the Settlement, which are estimated to be \$11,500, and will not
18 exceed that amount without prior approval from the Parties.
19

20 30. PAGA Payment. Forty-Five Thousand Dollars (\$45,000) from the Maximum
21 Settlement Amount allocated as PAGA penalties. 75% of this amount (\$33,750) will be paid to
22 the LWDA and 25% (\$11,250) will remain in the Net Settlement Amount. The remaining
23 \$11,250 ("PAGA Employee Payment") shall be distributed pro rata to those Class Members
24 ("PAGA Employees") who worked for Defendants in California at any time during the period
25 of January 1, 2020 to December 31, 2021 ("PAGA Period"). The pro-rata distribution shall be
26 based on the number of pay periods each PAGA Employee worked during the PAGA Period.
27
28

1 31. Individual Settlement Payment Calculations. The Parties agree the allocation of
2 Individual Settlement Payments is reasonable and provides a fair settlement to the Settlement
3 Class, despite any uncertainties with the exact amounts alleged to be owed. Individual
4 Settlement Payments will be reduced by required deductions as set forth in this Settlement
5 Agreement. Participating Class Members will receive an Individual Settlement Payment from
6 the Net Settlement Amount based on the number of weeks worked.
7

8 32. No Credit Toward Benefit Plans. No payments made pursuant to this Settlement
9 Agreement will be used to calculate any additional benefits under any benefit plans for which a
10 Class Member may be eligible, including, but not limited to: profit-sharing, bonus, 401(k),
11 stock, vacation, or sick leave. It is the Parties' intention this Settlement Agreement shall not
12 affect any rights, contributions, or amounts any Class Members may be entitled to under any
13 benefit plan.
14

15 33. Settlement Administration Process. The Parties agree to cooperate in administering
16 the settlement and make all reasonable efforts to minimize costs and expenses incurred.
17

18 34. Delivery of the Class List. Within 10 business days of Preliminary Approval,
19 Defendants will provide the Class List to the Settlement Administrator.

20 35. Class Size and Total Work Weeks. The Parties agree the settlement amount
21 was based in part on Defendants' representations, and Plaintiff's agreement upon review, that
22 the class size is approximately 800 and the total work weeks are approximately 8,138.87.

23 36. Notice by First-Class U.S. Mail. Within 10 business days after receiving the Class
24 List, the Settlement Administrator will mail a Notice Packet to all Class Members.
25

26 37. Confirmation of Contact Information in the Class Lists. Before mailing, the
27 Settlement Administrator will search the National Change of Address Database to update
28 addresses. Any Notice Packets returned to the Settlement Administrator as non-deliverable on

1 or before the Response Deadline will be sent promptly within one day via regular First-Class
2 U.S. Mail to the forwarding address, and the Settlement Administrator will indicate the date of
3 the re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement
4 Administrator will promptly within one day attempt to find the correct address using a skip-
5 trace, or other search, using the name, address, and Social Security number of the Class
6 Member, and will re-mail one time. Class Members receiving a re-mailed Notice Packet must
7 postmark a Request for Exclusion or file and serve an objection to the Settlement by the later
8 of 15 days of re-mailing or, the Response Deadline.
9

10
11 38. Notice Packets. All Class Members will be mailed a Notice Packet, which will
12 include a Notice of Class Action Settlement, Change of Address form, and pre-printed return
13 envelope. The Notice of Class Action Settlement will provide a (1) summary of the
14 Settlement's principal terms, (2) Settlement Class definition, (3) Individual Workweeks during
15 the Class Period, (4) formula for calculating Individual Settlement Payments and each Class
16 Member's estimated Payment, (5) dates of the Class Period, (6) instructions how to Request
17 Exclusion or object, (7) the deadline for Requests for Exclusion and objections, (8) the claims
18 to be released, and (9) the date, time, and place set for the hearing on the Final Approval
19 Motion. The documents in the Notice Packets will be in both English and Spanish.
20

21 39. Disputed Information in the Notice Packets. Any disputes regarding a Class Member's
22 Individual Workweeks, class membership, or right to payment, will be resolved and decided by
23 the Settlement Administrator based on Defendants' records which, for purposes of this
24 Settlement only, will be presumptively determinative, subject to rebuttal by competent
25 evidence. Each Class Member's Individual Workweeks will be stated on the Class Member's
26 notice form. Any Class Member who disputes any data a notice form must notify the
27 Settlement Administrator of the dispute in writing by the Response Deadline and submit all
28

1 supporting evidence to the Settlement Administrator at that time. Within seven 7 days after
2 receipt of any letter raising a dispute, but no later than 7 days after the Response Deadline, the
3 Settlement Administrator will make a determination, based on documentary evidence, whether
4 the information provided by the Defendant was correct. The Settlement Administrator may
5 consult with Counsel for the Parties in reaching this determination. The Settlement
6 Administrator will give written notice to the Class Member and counsel for the Parties of its
7 determination of each dispute.
8

9 40. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
10 Settlement Agreement must sign and postmark a written Request for Exclusion to the
11 Settlement Administrator within a 60-day Response Deadline. The date of the postmark on the
12 return envelope will be the exclusive means to determine whether a Request for Exclusion has
13 been timely submitted.
14

15 41. Defective Submissions. If a Class Member's Request for Exclusion does not comply
16 with the requirements in this Settlement Agreement, the Class Member will be given an
17 opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a
18 cure letter within 3 business days of receiving the defective submission to advise the Class
19 Member the submission is defective, and the defect must be cured to validate the Request for
20 Exclusion. The Class Member will have until the later of fifteen calendar (15) days from the
21 date of the cure letter or, the Response Deadline, to postmark a revised Request for Exclusion.
22

23 42. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
24 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely, valid
25 Request for Exclusion will be bound by all its terms, including those pertaining to Released
26 Claims, as well as any Judgment entered by the Court if it grants final approval of the
27 Settlement.
28

1 43. Objection Procedures. Class members shall have 60 days to object to the settlement.

2 To object to the Settlement Agreement, a Class Member may not submit a Request for
3 Exclusion but must send a Notice of Objection with the Administrator before the Response
4 Deadline. The Notice of Objection must be signed by the Class Member. The date of sending
5 will be deemed the exclusive means for determining the Notice of Objection is timely. Class
6 Members who file notices of objection will have a right to appear at the Final Approval
7 Hearing in order to have their objections heard by the Court. Class Members may also appear
8 at the final approval hearing and discuss their objections with the Court. The Parties and their
9 counsel will not solicit or otherwise encourage Class Members to submit written objections to
10 the Settlement Agreement or appeal from the Final Approval Order and Judgment. Class
11 Counsel will not represent any Class Members objecting to this Settlement. The Court will
12 hear from any Class Member who attends the final approval hearing and asks to speak
13 regarding his or her objection, regardless of whether the Class Member filed an objection.
14

15 44. Certification Reports. The Settlement Administrator will provide Defendants' counsel
16 and Class Counsel a bimonthly report which certifies: (i) the number of Class Members who
17 submitted valid Requests for Exclusion; (ii) the number of any deficient Requests for
18 Exclusion; and, (iii) whether any Class Member has submitted a challenge to information in
19 their Notice Packet. The Settlement Administrator will provide the Parties updated reports as
20 needed or requested.
21

22 45. Timing of Distribution of Individual Settlement Payments. If no objection to the
23 Settlement is made, or if the objection is withdrawn before the final approval order is issued,
24 within 10 days of the Effective Date, the Settlement Administrator will make the distribution
25 of the MSA. If an appeal is filed, the distribution shall be 60 days from the date the judgment
26 is final and no longer subject to appeal. Based on anticipated Court-approved deductions for
27 is final and no longer subject to appeal. Based on anticipated Court-approved deductions for
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attorneys' fees (\$248,333), litigation costs of no more than \$10,000, a service payment (\$10,000), PAGA payment (\$45,000), and Settlement Administration expenses (\$11,500), the remaining sum, the Net Settlement Amount of \$420,167 will be distributed to Participating Class Members based on number of weeks employed during the Class Period.

46. Within 10 days of the Effective Date the Settlement Administrator will issue the following payments from the MSA, as approved by the Court:-

1.	Participating Class Members (NSA):	\$420,167
2.	PAGA Payment to the LWDA:	\$45,000
3.	Plaintiff's Service Payment:	\$10,000
4.	Settlement Administration Payment:	\$11,500
5.	Class Counsel's Litigation Costs:	\$10,000
6.	Class Counsel's Attorneys' Fees:	<u>\$248,333</u>
		\$745,000

47. Uncashed or Undeliverable Settlement Checks. After 30 days of issuance of Individual Settlement Payment checks to Participating Class Members, the Administrator will mail a reminder postcard to all members of the Class who have yet to cash their Settlement Payment checks, and advise all checks will be voided after 180 calendar days if not cashed by that date. Any amounts attributable to settlement checks returned as undeliverable or remaining uncashed for more than 180 calendar days Funds from any uncashed check will be sent to the California State Controller - Unclaimed Property Department at https://www.sco.ca.gov/upd_msg.html.

48. Certification of Completion. The Settlement Administrator will provide a written declaration under oath to certify completion of Settlement Administration to the Court and counsel.

49. Treatment of Class Member Payments. For tax reporting purposes, the payments to Participating Class Members will be allocated 25% as wages, 50% as penalties, and 25% as interest. The wage portion of the individual Class Settlement Payments shall be subject to the

1 withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall
2 deduct applicable employee-side payroll taxes from the wage portion of the individual Class
3 Settlement Payments. The portion of the Class Settlement Payments allocated to penalties and
4 interest shall be classified as other miscellaneous income and reported on IRS Form 1099-
5 MISC. Any taxes owed on that other miscellaneous income will be the responsibility of each
6 Participating Class Member receiving those payments. The employer's share of any payroll
7 taxes will be separately paid by Defendants.
8

9 50. Administration of Taxes by the Settlement Administrator. The Settlement
10 Administrator shall be treated as an "administrator" as defined at Treasury Regulation section
11 1.468B-2(k) for purposes of federal and state income tax reporting for distributions and
12 payments made under this Settlement Agreement. The Settlement Administrator will be
13 responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts
14 deemed "wages" and IRS Forms 1099 for the amounts deemed penalties and interest at the times
15 and in the manner required by the Internal Revenue Code and consistent with this Settlement
16 Agreement. The Settlement Administrator will forward legally required withholdings to the
17 appropriate government agency. If the Internal Revenue Code, related regulations, or other
18 applicable tax law, is changed after the date of this Settlement Agreement, these processes may
19 be modified in to comply with such changes.
20

21 51. Tax Liability. Defendants and Class Counsel make no representations as to the tax
22 treatment or legal effect of the payments called for, and Class Members are not relying on any
23 statement or representation by Defendants or Class Counsel in this regard. Class Members
24 understand and agree they will be solely responsible for the payment of their portion of any
25 taxes and penalties, if any, assessed on the payments made pursuant to this Settlement
26 Agreement.
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1 52. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each party to this agreement other than the acknowledging
3 party, an “other party”) acknowledges and agrees that (1) no provision of this agreement, and
4 no written communication or disclosure between or among the parties or their attorneys and
5 other advisers, is or was intended to be, nor shall any such communication or disclosure
6 constitute or be construed or be relied upon as, tax advice within the meaning of United States
7 Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party
8 (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice
9 (including tax advice) in connection with this agreement, (b) has not entered into this
10 agreement based upon the recommendation of any other Party or any attorney or advisor to any
11 other Party, and (c) is not entitled to rely upon any communication or disclosure by any
12 attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the
13 acknowledging party; and (3) no attorney or adviser to any other Party has imposed any
14 limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies
15 (regardless of whether such limitation is legally binding) upon disclosure by the
16 acknowledging party of the tax treatment or tax structure of any transaction, including any
17 transaction contemplated by this agreement.
18

19 53. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
20 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
21 transfer, or encumber to any person or entity any portion of any liability, claim, demand,
22 action, cause of action or right released and discharged in this Settlement Agreement.
23

24 54. Release of Claims by Class Members.

25 54.1 Class Claims Release. On the Effective Date and except as to such
26 rights or claims as may be created by the Settlement, Plaintiff and all Participating Class
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1 Members will release and all claims, debts, liabilities, demands, actions, or causes of action of
2 every nature and description that were alleged in the operative complaint relating to the alleged
3 failure of any of the Released Parties arising out of or relating to work performed during the
4 Class Period, including claims based on California Labor Code sections 201, 202, 203, 226,
5 226.7, 510, 512, 1194, 1194.2, 1197, California Code of Regulations, Title 8 Section 11000 et
6 seq., the applicable Industrial Welfare Commission (IWC) Wage Orders, including 7-2001,
7 Business & Professions Code section 17200-17208 or any related damages, penalties,
8 restitution, disgorgement, interest or attorneys' fees, and, any and all claims for injunctive
9 relief, restitution, breach of contract or company policy, fraudulent business practices brought
10 pursuant to the California Business & Professions Code and related to the above alleged Labor
11 Code violations asserted in the operative First Amended Complaint; and any and all claims or
12 causes of action for penalties, interest and/or attorneys' fees and costs related to the above
13 alleged Labor Code violations asserted in the First Amended Complaint. All Class Members
14 who do not timely submit a valid Request for Exclusion will be deemed to have fully, finally
15 and forever released, settled, compromised, relinquished and discharged all of the Released
16 Parties of and from all Released Claims accruing during the Class Period. On the Effective
17 Date, all Class Members who do not timely submit a valid Request for Exclusion will be
18 forever barred from prosecuting all Released Claims against the Released Parties.

22 54.2 Released PAGA Claims. All Class Members are deemed to release, on
23 behalf of themselves and their respective former and present representatives, agents, attorneys,
24 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
25 penalties that were alleged, or reasonably could have been alleged based on the facts and claims
26 stated in the First Amended Complaint, for a PAGA period of January 1, 2020 to December 31,
27 2021.
28

1
2 55. Plaintiff's Release. Plaintiff and her respective former and present spouses,
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
4 release and discharge Released Parties from all claims, transactions, or occurrences [that
5 occurred during the Class Period], including, but not limited to: (a) all claims that were, or
6 reasonably could have been, alleged, based on the facts contained, in the First Amended
7 Complaint. ("Plaintiff's Release.") Plaintiff's release does not extend to any claims or
8 actions to enforce this Agreement, or to any claims for vested benefits, unemployment
9 benefits, disability benefits, social security benefits, workers' compensation benefits that
10 arose at any time, or based on occurrences outside the Class Period. Plaintiff
11 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the
12 facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
13 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
14 different or additional facts or Plaintiff's discovery of them.
15

16 56. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.
17 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
18 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
19 reads:
20
21

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
23 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
24 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
25 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD**
26 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
27 **THE DEBTOR OR RELEASED PARTY.**
28

57. Nullification of Settlement Agreement. In the event: (i) the Court does not finally
approve the Settlement as provided in this Agreement; or (ii) the Settlement does not become
final for any other reason, then this Settlement Agreement will be null and void, including

1 Defendants' obligation to fund the MSA; provided, however, that reduction by the Court of
2 Class Counsel fees and costs or a reduction by the Court of the Class Representative Service
3 Award shall not render this Settlement null and void (although Class Counsel retains the right to
4 appeal a reduction of Class Counsel's requested attorneys' fees, costs or Class Representative
5 Service Award; provided no payment of additional amounts sought by appeal will be made
6 under the Settlement and there will be no obligation by Defendants to fund any amount sought
7 by appeal during the pendency of any appeal). Any order or judgment entered by the Court in
8 furtherance of this Settlement Agreement will likewise be treated as void from the beginning.
9

10
11 58. Preliminary Approval Hearing. Plaintiff will obtain a date from the Court to hear a
12 request for Preliminary Approval of the Settlement Agreement, and request an Order: (i)
13 conditionally certifying the Settlement Class for settlement purposes only; (ii) preliminarily
14 approving the proposed Settlement Agreement; (iii) for the Notice Packet to be sent to all
15 Class Members as provided in this Agreement; and, (iv) setting a date for a Final Approval
16 Hearing.
17

18 59. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
19 deadlines to postmark Requests for Exclusion, and file and serve objections to the Settlement
20 Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to
21 consider Final Approval of the Settlement Agreement along with the amounts properly payable
22 for (i) Individual Settlement Payments; (ii) Class Counsel Fees and Costs; (iii) Class
23 Representative Service Award Payment; (iv) PAGA Payment; and, (v) all Settlement
24 Administration Expenses. The Final Approval Hearing will be held no earlier than 45 days
25 after the Response Deadline. Class Counsel will draft all documents necessary to obtain final
26 approval. Class Counsel will draft the attorneys' fees and costs motion to be heard at the Final
27 Approval Hearing.
28

1 60. Judgment and Continued Jurisdiction. At the Final Approval Hearing, or after, the
2 Parties will present a proposed Judgment to the Court for approval. After entry of Judgment,
3 the Court will have continuing jurisdiction solely to: (i) interpret and enforce the terms of the
4 Settlement; (ii) rule on Settlement administration matters; and, (iii) rule on other post-
5 Judgment matters as may be appropriate under court rules or this Agreement.

6 61. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
7 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
8 forth in this Settlement Agreement. Any Exhibits to this Agreement are an integral part of the
9 Settlement.

10 62. Confidentiality Agreement. The Parties and their counsel agree they will not issue
11 any press release, social media post, internet or website announcement, or otherwise initiate
12 any contact with the press, respond to any press inquiry or have any communication with the
13 press regarding the Settlement or its terms. Plaintiff will not discuss the Settlement with
14 anyone other than their counsel, tax advisors or spouses, except as required or authorized by
15 law. Class Counsel agrees the settlement of the Action will not be referred to in any court
16 submission in any other case unless required to do so by applicable law, or in a submission to
17 courts or arbitrators to establish adequacy as class counsel or relevant experience in wage and
18 hour lawsuits.

19 63. Entire Agreement. This Settlement Agreement and attached Exhibits constitute the
20 entire agreement of the Parties. No other prior or contemporaneous written or oral agreements
21 will be binding on the Parties. The Parties expressly recognize California Civil Code Section
22 1625 and California Code of Civil Procedure Section 1856(a), which provide a written
23 agreement be construed based on its terms and not varied or contradicted by extrinsic
24 evidence. The Parties agree no extrinsic oral or written representations will modify or
25 contradict the terms of the Agreement.

26 64. Amendment or Modification. This Settlement Agreement may be amended or
27 modified only by a written instrument signed by counsel for all Parties or their successors-in-
28 interest, with the approval by the Court. 19

1 65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
2 and represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Settlement Agreement and take all action required or permitted pursuant to this Agreement
4 to effectuate its terms, including executing any other documents required to effectuate the
5 terms of this Agreement. The Parties and their counsel will cooperate with each other and use
6 their best efforts to implement the Agreement. The signatories to the Settlement Agreement
7 affirm they have the authority, and are authorized, to enter the Agreement and bind Defendant.
8 If the Parties cannot agree on the form or content of any document needed to implement the
9 Settlement, or on any supplemental provision necessary to effectuate the terms of the
10 Settlement, the Parties may seek the Court's assistance to resolve that disagreement.

11 66. Binding on Successors and Assigns. This Settlement Agreement will be binding
12 upon, and inure to the benefit of, the successors or assigns of the Parties.

13 67. Execution and Counterparts. The Agreement may be executed in one or more
14 counterparts. All executed counterparts, including facsimile, scanned, and electronic copies of
15 the signature page, will be deemed one and the same Agreement provided counsel for the
16 Parties exchange among themselves original signed counterparts.

17 68. Acknowledgement the Settlement is Fair and Reasonable. The Parties believe this
18 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
19 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
20 litigation, taking into account all relevant factors, present and potential. The Parties further
21 acknowledge they are each represented by competent counsel and had an opportunity to
22 consult with their counsel regarding the fairness and reasonableness of this Agreement.

23 69. Invalidity of Any Provision. Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
25 extent possible consistent with applicable precedents so as to find all provisions of this
26 Settlement Agreement valid and enforceable.

1 70. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
2 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of
3 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
4 specifically denies, it violated any federal, state, or local law; violated any regulations or
5 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
6 legal requirements; breached any contract; violated or breached any duty; engaged in any
7 misrepresentation or deception; or engaged in any other unlawful conduct toward its current or
8 former employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor
9 any of the negotiations connected with it, will be construed as an admission or concession by
10 Defendants of any such violations or failures to comply with any applicable law. Except as
11 necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement
12 Agreement and its terms and provisions will not be offered or received as evidence in any
13 action or proceeding to establish any liability or admission on the part of Defendants or to
14 establish the existence of any condition constituting a violation of, or a non-compliance with,
15 federal, state, local or other applicable law.
16

17
18 71. Captions. The captions and section numbers in this Agreement are inserted for the
19 reader's convenience, and do not define, limit, or describe the scope or intent of this
20 Agreement.
21

22 72. Waiver. No waiver of any condition or covenant contained in this Agreement or
23 failure to exercise a right or remedy by any Party will imply or constitute a further waiver by
24 that Party of the same or any other condition, covenant, right or remedy.
25

26 73. Enforcement Action. In the event that one or more of the Parties institutes any legal
27 action or other proceeding against any other Party to enforce the provisions of this Settlement
28 Agreement or to declare rights and/or obligations under this Settlement Agreement, the

1 prevailing Party will be entitled to recover from the non-prevailing Party reasonable attorneys'
2 fees and costs, including expert witness fees, incurred in connection with any enforcement
3 Action.
4

5 74. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
6 conditions of this Agreement, and it will not be construed more strictly against one party than
7 another merely because it may have been prepared by counsel for one of the Parties, it being
8 recognized that, because of the arms'-length negotiations between the Parties, all Parties have
9 contributed to the preparation of this Agreement.
10

11 75. Representation By Counsel. The Parties acknowledge they have been represented by
12 counsel throughout all negotiations that preceded the execution of this Agreement, and that
13 this Agreement has been executed with the consent and advice of counsel. Plaintiff and Class
14 Counsel warrant and represent there are no liens on the Settlement Agreement.

15 76. All Terms Subject to Final Court Approval. All amounts and procedures described in
16 this Settlement Agreement will be subject to final Court approval.
17

18 77. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
19 good faith and execute all documents to the extent reasonably necessary to effectuate the terms
20 of this Settlement Agreement.

21 78. Binding Agreement. The Parties warrant they understand and have full authority to
22 enter this Agreement, and intend it to be fully enforceable and binding on all Parties, pursuant
23 to California Code of Civil Procedure section 664.6, and agree it will be admissible and
24 subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
25 confidentiality provisions which might otherwise apply under federal or state law.
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IT IS SO AGREED by the Parties.

Dated: _____

Plaintiff Maria Hernandez

Maria Hernandez

Dated: _____

Defendant RMP Safety Services, Inc.

Alfredo Valez

Dated: _____

Defendant Inspire Logistics, LLC

Rick Salas

Approved as to form, without being bound by its terms:

Dated: _____

Counsel for Inspire Logistics, LLC

Douglas R. MacLeith
Rogers, MacLeith & Stolp, LLP

Dated: _____

Counsel for RMP Safety Services, Inc

Scott A. Ezzati
The Law Offices of Thomas F. Nowland

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Dated: _____

Counsel for Plaintiff Maria Hernandez

Christopher J. Hamner
Hamner Law Offices, APLC

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IT IS SO AGREED by the Parties.

Dated: _____

Plaintiff Maria Hernandez

Maria Hernandez

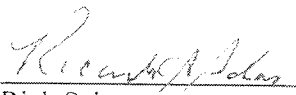
Dated: _____

Defendant RMP Safety Services, Inc.

Alfredo Valez

Dated: 1/27/2023

Defendant Inspire Logistics, LLC

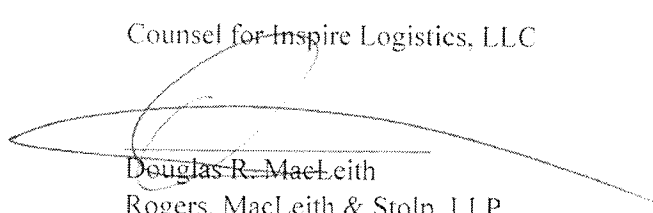


Rick Salas

Approved as to form, without being bound by its terms:

Dated: _____

Counsel for Inspire Logistics, LLC



Douglas R. MacLeith
Rogers, MacLeith & Stolp, LLP

Dated: _____

Counsel for RMP Safety Services, Inc

Scott A. Ezzati
The Law Offices of Thomas F. Nowland

1 **IT IS SO AGREED by the Parties.**

2 Dated: _____

3 Plaintiff Maria Hernandez

4
5 _____
6 Maria Hernandez

7 Dated: 01/19/2023

8 Defendant RMP Safety Services, Inc.

9 _____
10 Alfredo Valdez

11 Dated: _____

12 Defendant Inspire Logistics, LLC

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14 _____
15 Rick Salas

16 **Approved as to form, without being bound by its terms:**

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18 Dated: _____

19 Counsel for Inspire Logistics, LLC

20 _____
21 Douglas R. MacLeith
22 Rogers, MacLeith & Stolp, LLP

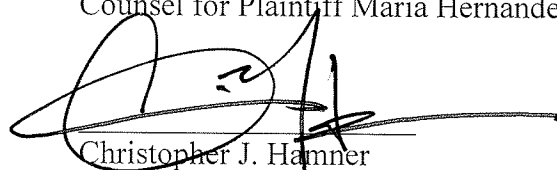
23 Dated: 1/19/2023

24 Counsel for RMP Safety Services, Inc

25 _____
26 /s/ Scott A. Ezzati
27 Scott A. Ezzati
28 The Law Offices of Thomas F. Nowland

1 Dated: 2/14/23

Counsel for Plaintiff Maria Hernandez


Christopher J. Hamner
Hamner Law Offices, APLC

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