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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

**SECOND 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

1 approved, it will have no effect, and the Parties will return to their positions immediately
2 before it was entered.

3 **DEFINITIONS**

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

7 1. “Action” means the civil action pending in the Superior Court of California, County
8 of Los Angeles, titled Maria Hernandez v. RMP Safety Services, Inc. et al, Case No.
9 21STCV33842.

10 2. “Class Counsel” means Hamner Law Offices, APLC.

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

19
20 4. “Class List” means a complete list of all Class Members that Defendants will
21 diligently and in good faith compile from their records and provide to the Settlement
22 Administrator within 7 business days after the Court’s entry of an order granting preliminary
23 approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and
24 include: each Class Member’s full name; most recent mailing address and telephone number;
25 email address, if available; Social Security number; Individual Workweeks employed during
26 the Class Period; and any other information needed to calculate settlement payments. Class
27 Members’ personal information shall be kept confidential by the Settlement Administrator and
28

1 Plaintiff's attorneys and shall be used only to implement the terms of the Settlement, including
2 providing notice of the Settlement to the Class, and filing IRS and state tax forms for
3 Participating Class Members' Individual Settlement Award payments.
4

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

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

9 7. "Class Representative Service Award" means the amount to be paid from the
10 Maximum Settlement Amount to the Plaintiff in exchange for signing a general release and in
11 recognition of her effort in prosecuting the Action on behalf of Class Members. Any portion of
12 the Class Representative Service Award not awarded will remain with the Net Settlement
13 Amount.
14

15 8. "Court" means the Superior Court for the State of California, County of Los Angeles,
16 or any other court taking jurisdiction of the Action.
17

18 9. "Effective Date" means the date when the Final Approval Order becomes final. For
19 purposes of this Paragraph, the Final Approval Order "becomes final" upon the last to occur of
20 the following: (a) if there are no objections, the date the Court enters an order granting final
21 approval of the Settlement; (b) if there are objections to the Settlement, and if an appeal,
22 review, or writ is not sought from the Final Approval Order, the day after the time period to
23 appeal the Settlement has expired; or, (c) the final resolution of any appeal.
24

25 10. "Individual Settlement Payment" means each Participating Class Member's share of
26 the Net Settlement Amount.

27 11. "Maximum Settlement Amount" or "MSA" means seven hundred forty-five thousand
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1 dollars \$745,000 to be paid by Defendants in full satisfaction of all claims arising from the
2 Action. Defendant will not pay more than the MSA in settlement of the Action, except for the
3 employer's share of payroll taxes on that amount of the Settlement allocated as wages. The
4 Parties agree that Defendant RMP Safety Services shall contribute a total of \$55,000 to the MSA;
5 and Defendant Inspire Diagnostics shall contribute a total of \$690,000 to the MSA.
6

7 12. "Net Settlement Amount" of "NSA" means the amount available for distribution after
8 deductions from the MSA for the Class Representative Service Award, Class Counsel's
9 attorneys' fees and expenses, PAGA Payment, and Settlement Administrator's fees and
10 expenses. The entire NSA will be distributed to Participating Class Members. The NSA is
11 \$420,167.
12

13 13. "Notice of Objection" means a Class Member's valid and timely written objection to
14 the Settlement Agreement. A valid must include: (i) the objector's full name, signature,
15 address, and telephone number and (ii) a written statement of all grounds for the objection.
16 Any member of the Settlement Class who does not file a timely written objection to the
17 Settlement or Class Counsel's motion for attorneys' fees and costs and provide notice of intent
18 to appear at the Final Approval hearing will have waived the right to make written objections.
19

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

22 15. "PAGA Payment" means \$45,000 be paid from the Gross Settlement Amount as
23 PAGA penalty, of which 75% shall go to the LWDA, and 25% shall go to the employees.

24 16. "Participating Class Members" means all Class Members who do not submit a valid
25 Request for Exclusion.
26

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

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

22 19. "Released PAGA Claims" means on the date the settlement is fully funded by
23 Defendants, all Class Members are deemed to release, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators,
25

1 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
2 alleged, or reasonably could have been alleged based on the facts and claims stated in the
3 operative First Amended Complaint or Plaintiff's PAGA complaint letters sent to the LWDA on
4 August 16, 2021, for a PAGA period of January 1, 2020 to December 31, 2021.
5

6 20. "Released Parties" means Defendants and each of their former and present parents,
7 subsidiaries and affiliated companies, and their current, former and future officers, directors,
8 members, managers, employees, consultants, partners, parents, affiliates, subsidiaries,
9 shareholders, attorneys, insurers, representatives, joint venturers, agents, predecessors,
10 successors, assigns, legal representatives, and all persons or entities acting by, through, or in
11 concert with any of them.
12

13 21. "Request for Exclusion" means a timely letter submitted by a Class Member
14 requesting exclusion from the Settlement which must: (a) include the Class Member's name,
15 address, telephone number, and last four digits of the Social Security Number; (b) be signed by
16 the Class Member; (c) returned by mail to the Settlement Administrator at the address in the
17 Notice Packet; (d) clearly state the Class Member wishes to be excluded from the Settlement;
18 and, (e) be postmarked on or before the Response Deadline.
19

20 22. "Response Deadline," for requesting exclusion from, or objecting to, the Settlement
21 means 60 calendar days from the Settlement Administrator's initial mailing of the Notice
22 Packet, extended to the next day the U.S. Postal Service is open if the 60th day falls on a
23 Sunday or Federal holiday. The Response Deadline will be extended 15 calendar days for any
24 Class Member who is re-mailed a Notice Packet by the Settlement Administrator in
25 accordance with the notice procedure described in this Settlement Agreement, extended to the
26 next day the U.S. Postal Service is open if the 15th day falls on a Sunday or Federal holiday.
27 The Response Deadline may also be extended by agreement between Class Counsel and
28

1 Defendant.

2 23. "Settlement Administration Expenses" means costs payable to the Settlement
3 Administrator for administering the Settlement, including, but not limited to, establishing a
4 post office box and toll free telephone number for Class Member communications; printing,
5 posting, distributing, and tracking documents; searches to locate Class Members; calculating
6 and distributing Individual Settlement Payments, Class Representative Service Award
7 Payment, Class Counsel Fees and Costs, and PAGA Payment; tax reporting, including issuing
8 IRS 1099 and W-2 forms; preparing reports and declarations; establishing and administering a
9 qualified settlement fund account; and certifying completion of the Settlement Administration
10 ordered by the Court, and other responsibilities set forth in this Settlement Agreement and
11 requested by the Parties.
12

13
14 24. "Settlement Administrator" means Phoenix Class Action Solutions or other third-
15 party class action settlement administrator agreed to by the Parties and approved by the Court
16 to administer this Settlement. The Parties have no financial or other interest in the Settlement
17 Administrator that could create a conflict of interest.
18

19 **TERMS OF THE AGREEMENT**

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

21 25. Impact of Court Not Entering Final Approval Order. If the Court does not enter a
22 Final Approval Order, and this Agreement does not become effective, on the date Final
23 Approval is denied, the status of the Action will be deemed to return to its status at the time
24 immediately before filing the Notice of Settlement, as if the Parties had never executed this
25 Settlement Agreement.
26

27 26. Funding the Maximum Settlement Amount. Within 5 days of entry of the Order
28 granting Final Approval, Defendants will each deposit their share of the MSA into a Qualified

1 Settlement Account which the Settlement Administrator will have authority to distribute
2 money from in accordance with the terms of this Settlement Agreement.

3
4 27. Class Counsel Fees and Costs. Defendants agree not to oppose any motion by Class
5 Counsel for Class Counsel Fees and Costs of one-third (33 1/3%) of the MSA, or \$248,333,
6 plus reimbursement of litigation costs and expenses, not to exceed \$10,000. In consideration of
7 the awarded attorneys' fees and costs and expenses, Class Counsel waives all claims for
8 attorneys' fees and costs in this Action.

9
10 28. Class Representative Service Award and Her Class Payment. In exchange for Plaintiff
11 executing a general release, and in recognition of their effort prosecuting the Action on behalf
12 of Class Members, Defendants agree not to oppose an application for Class Representative
13 Service Award of \$10,000 to Plaintiff Maria Hernandez. The Class Representative Service
14 Award paid from the MSA will be in addition to Plaintiff's Individual Settlement Payment.
15 Plaintiff will be responsible to pay all applicable taxes on the payment made pursuant to this
16 paragraph and will hold Defendants harmless from all liability for taxes, penalties, or interest
17 arising from the payment. The parties agree that Plaintiff shall be paid a class payment based on
18 20 work weeks worked.

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

24
25 30. PAGA Payment. Forty-Five Thousand Dollars (\$45,000) from the Maximum
26 Settlement Amount allocated as PAGA penalties. 75% of this amount (\$33,750) will be paid to
27 the LWDA and 25% (\$11,250) will remain in the Net Settlement Amount. The remaining
28 \$11,250 ("PAGA Employee Payment") shall be distributed pro rata to those Class Members

1 (“PAGA Employees”) who worked for Defendants in California at any time during the period
2 of January 1, 2020 to December 31, 2021 (“PAGA Period”). The pro-rata distribution shall be
3 based on the number of pay periods each PAGA Employee worked during the PAGA Period.
4

5 31. Individual Settlement Payment Calculations. The Parties agree the allocation of
6 Individual Settlement Payments is reasonable and provides a fair settlement to the Settlement
7 Class, despite any uncertainties with the exact amounts alleged to be owed. Individual
8 Settlement Payments will be reduced by required deductions as set forth in this Settlement
9 Agreement. Participating Class Members will receive an Individual Settlement Payment from
10 the Net Settlement Amount based on the number of Workweeks worked by the participating
11 Class Member. “Workweek” as used herein means any week during which a Class Member
12 worked for Defendants for at least one day, during the Class Period. Individual Settlement
13 Payments shall be calculated by (a) dividing the Net Settlement Amount by the total number of
14 Workweeks worked by all participating Class Members during the Class Period and (b)
15 multiplying the result by each participating Class Member’s Workweeks.
16

17 32. No Credit Toward Benefit Plans. No payments made pursuant to this Settlement
18 Agreement will be used to calculate any additional benefits under any benefit plans for which a
19 Class Member may be eligible, including, but not limited to: profit-sharing, bonus, 401(k),
20 stock, vacation, or sick leave. It is the Parties’ intention this Settlement Agreement shall not
21 affect any rights, contributions, or amounts any Class Members may be entitled to under any
22 benefit plan.
23

24 33. Settlement Administration Process. The Parties agree to cooperate in administering
25 the settlement and make all reasonable efforts to minimize costs and expenses incurred.
26

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

1 35. Class Size and Total Work Weeks. The Parties agree the settlement amount
2 was based in part on Defendants' representations, and Plaintiff's agreement upon review, that
3 the class size is approximately 800 and the total work weeks are approximately 8,138.87.
4

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

7 37. Confirmation of Contact Information in the Class Lists. Before mailing, the
8 Settlement Administrator will search the National Change of Address Database to update
9 addresses. Any Notice Packets returned to the Settlement Administrator as non-deliverable on
10 or before the Response Deadline will be sent promptly within one day via regular First-Class
11 U.S. Mail to the forwarding address, and the Settlement Administrator will indicate the date of
12 the re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement
13 Administrator will promptly within one day attempt to find the correct address using a skip-
14 trace, or other search, using the name, address, and Social Security number of the Class
15 Member, and will re-mail one time. Class Members receiving a re-mailed Notice Packet must
16 postmark a Request for Exclusion or file and serve an objection to the Settlement by the later
17 of 15 days of re-mailing or, the Response Deadline.
18

19 38. Notice Packets. All Class Members will be mailed a Notice Packet, which will
20 include a Notice of Class Action Settlement, Change of Address form, and pre-printed return
21 envelope. The Notice of Class Action Settlement will provide a (1) summary of the
22 Settlement's principal terms, (2) Settlement Class definition, (3) Individual Workweeks during
23 the Class Period, (4) formula for calculating Individual Settlement Payments and each Class
24 Member's estimated Payment, (5) dates of the Class Period, (6) instructions how to Request
25 Exclusion or object, (7) the deadline for Requests for Exclusion and objections, (8) the claims
26 to be released, and (9) the date, time, and place set for the hearing on the Final Approval
27
28

1 Motion. The documents in the Notice Packets will be in both English and Spanish.

2
3 39. Disputed Information in the Notice Packets. Any disputes regarding a Class Member's
4 Individual Workweeks, class membership, or right to payment, will be resolved and decided by
5 the Settlement Administrator based on Defendants' records which, for purposes of this
6 Settlement only, will be presumptively determinative, subject to rebuttal by competent
7 evidence. Each Class Member's Individual Workweeks will be stated on the Class Member's
8 notice form. Any Class Member who disputes any data a notice form must notify the
9 Settlement Administrator of the dispute in writing by the Response Deadline and submit all
10 supporting evidence to the Settlement Administrator at that time. Within seven 7 days after
11 receipt of any letter raising a dispute, but no later than 7 days after the Response Deadline, the
12 Settlement Administrator will make a determination, based on documentary evidence, whether
13 the information provided by the Defendant was correct. The Settlement Administrator may
14 consult with Counsel for the Parties in reaching this determination. The Settlement
15 Administrator will give written notice to the Class Member and counsel for the Parties of its
16 determination of each dispute.
17

18
19 40. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
20 Settlement Agreement must sign and postmark a written Request for Exclusion to the
21 Settlement Administrator within a 60-day Response Deadline. The date of the postmark on the
22 return envelope will be the exclusive means to determine whether a Request for Exclusion has
23 been timely submitted.

24
25 41. Defective Submissions. If a Class Member's Request for Exclusion does not comply
26 with the requirements in this Settlement Agreement, the Class Member will be given an
27 opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a
28 cure letter within 3 business days of receiving the defective submission to advise the Class

1 Member the submission is defective, and the defect must be cured to validate the Request for
2 Exclusion. The Class Member will have until the later of fifteen calendar (15) days from the
3 date of the cure letter or, the Response Deadline, to postmark a revised Request for Exclusion.
4

5 42. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
6 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely, valid
7 Request for Exclusion will be bound by all its terms, including those pertaining to Released
8 Claims, as well as any Judgment entered by the Court if it grants final approval of the
9 Settlement.
10

11 43. Objection Procedures. Class members shall have 60 days to object to the settlement.
12 To object to the Settlement Agreement, a Class Member may not submit a Request for
13 Exclusion but must send a Notice of Objection with the Administrator before the Response
14 Deadline. The Notice of Objection must be signed by the Class Member. The date of sending
15 will be deemed the exclusive means for determining the Notice of Objection is timely. Class
16 Members who file notices of objection will have a right to appear at the Final Approval
17 Hearing in order to have their objections heard by the Court. Class Members may also appear
18 at the final approval hearing and discuss their objections with the Court. The Parties and their
19 counsel will not solicit or otherwise encourage Class Members to submit written objections to
20 the Settlement Agreement or appeal from the Final Approval Order and Judgment. Class
21 Counsel will not represent any Class Members objecting to this Settlement. The Court will
22 hear from any Class Member who attends the final approval hearing and asks to speak
23 regarding his or her objection, regardless of whether the Class Member filed an objection.
24

25 44. Certification Reports. The Settlement Administrator will provide Defendants' counsel
26 and Class Counsel a bimonthly report which certifies: (i) the number of Class Members who
27 submitted valid Requests for Exclusion; (ii) the number of any deficient Requests for
28

1 Exclusion; and, (iii) whether any Class Member has submitted a challenge to information in
2 their Notice Packet. The Settlement Administrator will provide the Parties updated reports as
3 needed or requested.
4

5 45. Timing of Distribution of Individual Settlement Payments. If no objection to the
6 Settlement is made, or if the objection is withdrawn before the final approval order is issued,
7 within 10 days of the Effective Date, the Settlement Administrator will make the distribution
8 of the MSA. If an appeal is filed, the distribution shall be 60 days from the date the judgment
9 is final and no longer subject to appeal. Based on anticipated Court-approved deductions for
10 attorneys' fees (\$248,333), litigation costs of no more than \$10,000, a service payment
11 (\$10,000), PAGA payment (\$45,000), and Settlement Administration expenses (\$11,500), the
12 remaining sum, the Net Settlement Amount of \$420,167 will be distributed to Participating
13 Class Members based on number of weeks employed during the Class Period.
14

15 46. Within 10 days of the Effective Date the Settlement Administrator will issue the
16 following payments from the MSA, as approved by the Court:
17

18	1. Participating Class Members (NSA):	\$420,167
19	2. PAGA Payment to the LWDA:	\$45,000
20	3. Plaintiff's Service Payment:	\$10,000
21	4. Settlement Administration Payment:	\$11,500
22	5. Class Counsel's Litigation Costs:	\$10,000
23	6. Class Counsel's Attorneys' Fees:	<u>\$248,333</u>
24		\$745,000

25 47. Uncashed or Undeliverable Settlement Checks. After 30 days of issuance of
26 Individual Settlement Payment checks to Participating Class Members, the Administrator will
27 mail a reminder postcard to all members of the Class who have yet to cash their Settlement
28 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

1
2 to the California State Controller - Unclaimed Property Department at
3 https://www.sco.ca.gov/upd_msg.html.

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

7
8 49. Treatment of Class Member Payments. For tax reporting purposes, the payments to
9 Participating Class Members will be allocated 25% as wages, 50% as penalties, and 25% as
10 interest. The wage portion of the individual Class Settlement Payments shall be subject to the
11 withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall
12 deduct applicable employee-side payroll taxes from the wage portion of the individual Class
13 Settlement Payments. The portion of the Class Settlement Payments allocated to penalties and
14 interest shall be classified as other miscellaneous income and reported on IRS Form 1099-
15 MISC. Any taxes owed on that other miscellaneous income will be the responsibility of each
16 Participating Class Member receiving those payments. The employer's share of any payroll
17 taxes will be separately paid by Defendants.

18
19 50. Administration of Taxes by the Settlement Administrator. The Settlement
20 Administrator shall be treated as an "administrator" as defined at Treasury Regulation section
21 1.468B-2(k) for purposes of federal and state income tax reporting for distributions and
22 payments made under this Settlement Agreement. The Settlement Administrator will be
23 responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts
24 deemed "wages" and IRS Forms 1099 for the amounts deemed penalties and interest at the times
25 and in the manner required by the Internal Revenue Code and consistent with this Settlement
26 Agreement. The Settlement Administrator will forward legally required withholdings to the
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1 appropriate government agency. If the Internal Revenue Code, related regulations, or other
2 applicable tax law, is changed after the date of this Settlement Agreement, these processes may
3 be modified in to comply with such changes.
4

5 51. Tax Liability. Defendants and Class Counsel make no representations as to the tax
6 treatment or legal effect of the payments called for, and Class Members are not relying on any
7 statement or representation by Defendants or Class Counsel in this regard. Class Members
8 understand and agree they will be solely responsible for the payment of their portion of any
9 taxes and penalties, if any, assessed on the payments made pursuant to this Settlement
10 Agreement.
11

12 52. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
13 the “acknowledging party” and each party to this agreement other than the acknowledging
14 party, an “other party”) acknowledges and agrees that (1) no provision of this agreement, and
15 no written communication or disclosure between or among the parties or their attorneys and
16 other advisers, is or was intended to be, nor shall any such communication or disclosure
17 constitute or be construed or be relied upon as, tax advice within the meaning of United States
18 Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party
19 (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice
20 (including tax advice) in connection with this agreement, (b) has not entered into this
21 agreement based upon the recommendation of any other Party or any attorney or advisor to any
22 other Party, and (c) is not entitled to rely upon any communication or disclosure by any
23 attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the
24 acknowledging party; and (3) no attorney or adviser to any other Party has imposed any
25 limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies
26 (regardless of whether such limitation is legally binding) upon disclosure by the
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1 acknowledging party of the tax treatment or tax structure of any transaction, including any
2 transaction contemplated by this agreement.

3
4 53. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
5 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand,
7 action, cause of action or right released and discharged in this Settlement Agreement.

8 54. Release of Claims by Class Members.

9 54.1 Class Claims Release.

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

6 54.2 Released PAGA Claims.

7 On the date the settlement is fully funded by Defendants, all Class Members
8 are deemed to release, on behalf of themselves and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
10 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
11 alleged based on the facts and claims stated in the operative First Amended Complaint or
12 Plaintiff's PAGA complaint letters sent to the LWDA on August 16, 2021, for a PAGA period of
13 January 1, 2020 to December 31, 2021.
14

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

2 56. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

3 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
4 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
5 reads:
6

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
8 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
9 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
10 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD**
11 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
12 **THE DEBTOR OR RELEASED PARTY.**

13 57. Nullification of Settlement Agreement. In the event: (i) the Court does not finally
14 approve the Settlement as provided in this Agreement; or (ii) the Settlement does not become
15 final for any other reason, then this Settlement Agreement will be null and void, including
16 Defendants' obligation to fund the MSA; provided, however, that reduction by the Court of
17 Class Counsel fees and costs or a reduction by the Court of the Class Representative Service
18 Award shall not render this Settlement null and void (although Class Counsel retains the right to
19 appeal a reduction of Class Counsel's requested attorneys' fees, costs or Class Representative
20 Service Award; provided no payment of additional amounts sought by appeal will be made
21 under the Settlement and there will be no obligation by Defendants to fund any amount sought
22 by appeal during the pendency of any appeal). Any order or judgment entered by the Court in
23 furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

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

1 Hearing.

2 59. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
3 deadlines to postmark Requests for Exclusion, and file and serve objections to the Settlement
4 Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to
5 consider Final Approval of the Settlement Agreement along with the amounts properly payable
6 for (i) Individual Settlement Payments; (ii) Class Counsel Fees and Costs; (iii) Class
7 Representative Service Award Payment; (iv) PAGA Payment; and, (v) all Settlement
8 Administration Expenses. The Final Approval Hearing will be held no earlier than 45 days
9 after the Response Deadline. Class Counsel will draft all documents necessary to obtain final
10 approval. Class Counsel will draft the attorneys' fees and costs motion to be heard at the Final
11 Approval Hearing.
12

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

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

22 62. Confidentiality Agreement. The Parties and their counsel agree they will not issue
23 any press release, social media post, internet or website announcement, or otherwise initiate
24 any contact with the press, respond to any press inquiry or have any communication with the
25 press regarding the Settlement or its terms. Plaintiff will not discuss the Settlement with
26 anyone other than their counsel, tax advisors or spouses, except as required or authorized by
27 law. Class Counsel agrees the settlement of the Action will not be referred to in any court
28 submission in any other case unless required to do so by applicable law, or in a submission to

1 courts or arbitrators to establish adequacy as class counsel or relevant experience in wage and
2 hour lawsuits.

3 63. Entire Agreement. This Settlement Agreement and attached Exhibits constitute the
4 entire agreement of the Parties. No other prior or contemporaneous written or oral agreements
5 will be binding on the Parties. The Parties expressly recognize California Civil Code Section
6 1625 and California Code of Civil Procedure Section 1856(a), which provide a written
7 agreement be construed based on its terms and not varied or contradicted by extrinsic
8 evidence. The Parties agree no extrinsic oral or written representations will modify or
9 contradict the terms of the Agreement.

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

13 65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to negotiate
15 this Settlement Agreement and take all action required or permitted pursuant to this Agreement
16 to effectuate its terms, including executing any other documents required to effectuate the
17 terms of this Agreement. The Parties and their counsel will cooperate with each other and use
18 their best efforts to implement the Agreement. The signatories to the Settlement Agreement
19 affirm they have the authority, and are authorized, to enter the Agreement and bind Defendant.
20 If the Parties cannot agree on the form or content of any document needed to implement the
21 Settlement, or on any supplemental provision necessary to effectuate the terms of the
22 Settlement, the Parties may seek the Court's assistance to resolve that disagreement.

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

25 67. Execution and Counterparts. The Agreement may be executed in one or more
26 counterparts. All executed counterparts, including facsimile, scanned, and electronic copies of
27 the signature page, will be deemed one and the same Agreement provided counsel for the
28

1 Parties exchange among themselves original signed counterparts.

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

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

12 70. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
15 specifically denies, it violated any federal, state, or local law; violated any regulations or
16 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
17 legal requirements; breached any contract; violated or breached any duty; engaged in any
18 misrepresentation or deception; or engaged in any other unlawful conduct toward its current or
19 former employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor
20 any of the negotiations connected with it, will be construed as an admission or concession by
21 Defendants of any such violations or failures to comply with any applicable law. Except as
22 necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement
23 Agreement and its terms and provisions will not be offered or received as evidence in any
24 action or proceeding to establish any liability or admission on the part of Defendants or to
25 establish the existence of any condition constituting a violation of, or a non-compliance with,
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27
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1 federal, state, local or other applicable law.

2 71. Captions. The captions and section numbers in this Agreement are inserted for the
3 reader's convenience, and do not define, limit, or describe the scope or intent of this
4 Agreement.
5

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

9 73. Enforcement Action. In the event that one or more of the Parties institutes any legal
10 action or other proceeding against any other Party to enforce the provisions of this Settlement
11 Agreement or to declare rights and/or obligations under this Settlement Agreement, the
12 prevailing Party will be entitled to recover from the non-prevailing Party reasonable attorneys'
13 fees and costs, including expert witness fees, incurred in connection with any enforcement
14 Action.
15

16 74. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
17 conditions of this Agreement, and it will not be construed more strictly against one party than
18 another merely because it may have been prepared by counsel for one of the Parties, it being
19 recognized that, because of the arms'-length negotiations between the Parties, all Parties have
20 contributed to the preparation of this Agreement.
21

22 75. Representation By Counsel. The Parties acknowledge they have been represented by
23 counsel throughout all negotiations that preceded the execution of this Agreement, and that
24 this Agreement has been executed with the consent and advice of counsel. Plaintiff and Class
25 Counsel warrant and represent there are no liens on the Settlement Agreement.
26

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

1 77. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
2 good faith and execute all documents to the extent reasonably necessary to effectuate the terms
3 of this Settlement Agreement.
4

5 78. Binding Agreement. The Parties warrant they understand and have full authority to
6 enter this Agreement, and intend it to be fully enforceable and binding on all Parties, pursuant
7 to California Code of Civil Procedure section 664.6, and agree it will be admissible and
8 subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions which might otherwise apply under federal or state law.
10

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

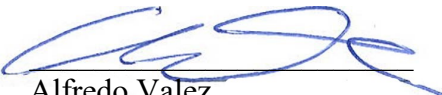
12 Dated: _____
13

Plaintiff Maria Hernandez

14 _____
15 Maria Hernandez

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17 Dated: 05/31/2023

Defendant RMP Safety Services, Inc.

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19 Alfredo Valez
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21 Dated: _____
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Defendant Inspire Logistics, LLC

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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

Dated: _____

Counsel for Plaintiff Maria Hernandez

Christopher J. Hamner
Hamner Law Offices, APLC

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9 confidentiality provisions which might otherwise apply under federal or state law.
10

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

12 Dated: 6/9/23

Plaintiff Maria Hernandez

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15 Maria Hernandez

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17 Dated: _____

Defendant RMP Safety Services, Inc.

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19 _____
20 Alfredo Valez

21 Dated: 06-09-2023

Defendant Inspire Logistics, LLC

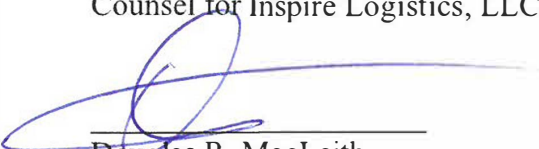
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24 Rick Salas
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3 **Approved as to form, without being bound by its terms:**
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5 Dated: 6-6-2023
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Counsel for Inspire Logistics, LLC

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8 
9 Douglas R. MacLeith
Rogers, MacLeith & Stolp, LLP

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11 Dated: _____
12

Counsel for RMP Safety Services, Inc

13 _____
14 Scott A. Ezzati
The Law Offices of Thomas F. Nowland

15
16 Dated: June 6, 2023
17

Counsel for Plaintiff Maria Hernandez

18 *Chris Hamner*
19 _____
20 Christopher J. Hamner
Hamner Law Offices, APLC
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3 **Approved as to form, without being bound by its terms:**
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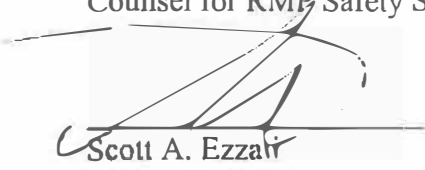
5
6 Dated: _____

Counsel for Inspire Logistics, LLC

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8 _____
9 Douglas R. MacLeith
Rogers, MacLeith & Stolp, LLP

10
11 Dated: 5/31/23

Counsel for RMP Safety Services, Inc

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13 
14 Scott A. Ezzar
The Law Offices of Thomas F. Nowland

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16 Dated: _____

Counsel for Plaintiff Maria Hernandez

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18 _____
19 Christopher J. Hamner
20 Hamner Law Offices, APLC
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