

1 Timothy B. Del Castillo (SBN: 277296)
tdc@castleemploymentlaw.com
2 Kent L. Bradbury (SBN: 279402)
kb@castleemploymentlaw.com
3 **CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC**
2999 Douglas Blvd., Suite 180
4 Roseville, CA 95661
Telephone: (916) 245-0122
5

6 Attorneys for Plaintiff Irene Ramos and Brandon Mangold
7 on behalf of themselves and similarly situated employees
8
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF SACRAMENTO

12 IRENE RAMOS and BRANDON MANGOLD,
individually, and on behalf of themselves and on
13 behalf of all persons similarly situated,

14 Plaintiffs,

15 vs.

16 TDB COMMUNICATIONS, INC.;
GAINWELL TECHNOLOGIES, LLC; and
17 DOES 1 through 50, Inclusive,

18 Defendants.
19
20
21
22
23
24
25
26
27
28

Case No. 34-2021-00310107

CLASS ACTION

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

Action Filed: October 21, 2021

Trial Date: None Set

1 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement”
2 or “Settlement”) is made and entered into by and between Plaintiffs IRENE RAMOS (“Ramos”)
3 and BRANDON MANGOLD (“Mangold”) (together “Plaintiffs”), individually, and on behalf of
4 other members of the general public similarly situated, on the one hand, and Defendants TDB
5 COMMUNICATIONS, INC (“TDB”) and GAINWELL TECHNOLOGIES LLC (“Gainwell”
6 (together “Defendants”) on the other hand. This Stipulation of Settlement shall be binding on
7 Plaintiffs and those persons Plaintiffs seek to represent, and on Defendants and the Releasees,
8 subject to the terms and conditions hereof and the Court’s approval. The Settlement contemplated
9 by this Stipulation of Settlement is referred to herein as the “Settlement.”

10 THE PARTIES STIPULATE AND AGREE as follows:

11 1. Plaintiffs and Defendants are collectively referred to herein as “the Parties.” On
12 October 21, 2021, Plaintiff Irene Ramos filed a complaint, Case number 34-2021-00310107 in
13 Sacramento County Superior Court on behalf of herself and all other non-exempt employees who
14 worked for Defendants TDB COMMUNICATIONS, INC and GAINWELL TECHNOLOGIES
15 LLC in California during the four years prior to the filing of the complaint. On December 6, 2021,
16 Plaintiff filed her First Amended Complaint. Defendant filed an answer to the complaint denying
17 all material allegations and asserting affirmative defenses. On August 23, 2023, in order to
18 conform the pleadings to the terms of the Settlement, Ramos, with Plaintiff Mangold, filed a
19 Second Amended Complaint and a Private Attorneys General Act (“PAGA”) claim.

20 2. Plaintiffs’ complaint alleges causes of action for violation of California Business
21 and Professions Codes section 17200, *et seq.*, failure to pay minimum wages for all hours worked,
22 failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods,
23 failure to provide accurate wage statements, failure to timely pay wages at termination of
24 employment, failure to reimburse business expenses, failure to maintain accurate records, failure
25 to issue wages in proper form, and derivative civil and statutory penalties under the PAGA, on
26 behalf of themselves and members of the Class from October 21, 2017 through trial. Plaintiffs’
27 complaint seeks recovery of alleged damages, penalties, interest, and attorneys’ fees and costs.

1 The term “Action” means this putative class action pending in Sacramento County Superior Court.
2 The class period is from October 26, 2017, through July 31, 2023 (“Class Period”).

3 3. Plaintiffs have not filed a motion for class certification in this action, nor has a
4 date been set by the Court for the filing of such a motion.

5 4. This Action has been actively litigated. There have been on-going investigations,
6 and there has been an exchange of extensive documentation and information.

7 5. For purposes of this Settlement only, the Parties have agreed to stipulate to the
8 “Settlement Class” or “Class Members,” which shall consist of all hourly, non-exempt employees
9 of Defendants and/or non-party staffing agencies, as represented by Ramos and Mangold, who
10 performed work for Gainwell in California at any time between October 26, 2017 and June 30,
11 2023. The PAGA settlement class will consist of all hourly, non-exempt employees of Defendants
12 and/or non-party staffing agencies, as represented by Ramos and Mangold, who performed work
13 for Gainwell in California at any time between September 20, 2020 and June 30, 2023. The
14 Settlement Class shall not include any person who previously settled or released any of the claims
15 covered by this Settlement, or any person who previously was paid or received awards through
16 civil or administrative actions for the claims covered by this Settlement.

17 6. Solely for purpose of settling this case, the Parties stipulate and agree that the
18 requisites for establishing class certification with respect to the Settlement Class have been met
19 and are met and the Class shall exist only if the Court approves this Settlement. More specifically,
20 the Parties stipulate and agree that:

21 a. The Settlement Class is ascertainable and so numerous as to make it
22 impracticable to join all Class Members.

23 b. There are common questions of law and fact including, but not limited to,
24 the following:

25 i. Whether Defendants complied with applicable laws affecting
26 Plaintiffs and the Settlement Class under the California Labor Code and the Wage Orders of the
27 California Industrial Welfare Commission; and
28

1 ii. Whether Plaintiffs and the Settlement Class are entitled to alleged
2 penalties, interest, and attorneys' fees and costs.

3 c. Plaintiffs believes Plaintiffs' claims are typical of the claims of the members
4 of the Settlement Class.

5 d. Plaintiffs believes Plaintiffs will fairly and adequately protect the interests
6 of the Settlement Class, and that Plaintiffs' counsel Timothy B. Del Castillo and Kent L. Bradbury
7 of Castle Law: California Employment Counsel, PC, and Fawn Bekam of Aegis Law Firm, PC
8 should be "Class Counsel," and will fairly and adequately protect the interests of the Settlement
9 Class.

10 e. Plaintiffs believe the prosecution of separate actions by individual members
11 of the Settlement Class would create the risk of inconsistent or varying adjudications, which would
12 establish incompatible standards of conduct.

13 f. With respect to the Settlement Class, Plaintiffs believe that questions of law
14 and fact common to the members of the Settlement Class predominate over any questions affecting
15 any individual member in such Class, and a class action is superior to other available means for
16 the fair and efficient adjudication of the controversy.

17 g. The Parties stipulated and agree to the filing of a Second Amended
18 Complaint, which stipulation has been filed with the Court and is awaiting signature, and alleges
19 a claim for civil penalties under PAGA for Labor Code and Wage Order violations alleged in the
20 LWDA letters, adds Brandon Mangold as a named Plaintiff, and adds claims under Labor
21 Code Sections 212 and 1174. The Parties agree that Defendants need not respond to the
22 Complaint. The Parties further agree that, by entering this Settlement, Defendants are not
23 waiving any of their defenses or objections to claims in the Second Amended Complaint.
24 Finally, the Parties further agree that should the Court not approve the Settlement, the
25 Second Amended Complaint shall be withdrawn and the Parties return to status quo ante.

26 8. Defendants deny any liability or wrongdoing of any kind whatsoever associated
27 with the claims alleged in the Action, and further deny that, for any purpose other than settling this
28

1 Action, this Action is appropriate for class or representative treatment. By entering into this
2 Settlement, Defendants do not admit any violation of law whatsoever. Defendants do not waive,
3 but rather expressly reserve, all rights to challenge Plaintiff's Complaint on all procedural and
4 factual grounds, as well as asserting any other potential defenses or privileges. With respect to
5 Plaintiffs' claims, Defendants contend, among other things, that they have complied with all
6 applicable state, federal and local laws affecting Plaintiffs and the Settlement Class.

7 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
8 discharge all disputes and claims arising from or related to the Action. To achieve a full and
9 complete release of Defendants, each Class Member acknowledges that this Stipulation of
10 Settlement is intended to include in its effect all claims under state, federal and local law that were
11 or could have been asserted based on the facts and allegations made in the Action, and any
12 amendments thereto.

13 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
14 full and complete settlement and release of all claims arising from the allegations of this class
15 action case, which release includes in its effect the following: Defendants and their current and
16 former affiliates, contractors, parents, divisions, subsidiaries, joint ventures and assigns, successors,
17 predecessors and assigns, partners, related business entities and actual or alleged joint employers
18 and their past or present officers, directors, shareholders, employees, agents, principals, heirs,
19 representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective
20 successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and all
21 persons or entities acting by, through, under or in concert with any of them, and any individual or
22 entity which could be jointly liable with Defendants for any of the Released Claims, including
23 Defendants' customers. Releasees shall include BCForward Razor, LLC, Apex Systems, LLC and
24 Bucher and Christian Consulting, Inc. and any and all of their affiliates, which hired, provided or
25 assigned certain Class Members to perform work for Gainwell Technologies LLC within the Class
26 Period. The groups described in this paragraph 10 are collectively referred to as the "Releasees".
27
28

1 11. Counsel for the Settlement Class have conducted a thorough investigation into the
2 facts of this Action, and have diligently pursued an investigation of Class Members' claims against
3 Defendants. Based on their own independent investigation and evaluation, Class Counsel are of
4 the opinion that the Settlement with Defendants for the consideration and on the terms set forth in
5 this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the
6 Settlement Class in light of all known facts and circumstances, including the risk of significant
7 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
8 Defendant and numerous potential appellate issues. Defendants and Defendants' counsel also
9 agree that the Settlement is fair and in the best interest of the Parties.

10 12. The Parties agree to cooperate and to take all steps necessary and appropriate to
11 consummate this Settlement and for entry of an Order and Judgment of Final Approval (hereinafter
12 "Final Approval Judgment") in accordance with this Stipulation of Settlement.

13 13. This Settlement requires Defendants to pay Settlement Awards (defined below),
14 according to a specified formula, to each Settlement Class Member who does not submit a timely
15 and valid Request for Exclusion as specified in this Settlement ("Participating Class Member") as
16 well as to each Settlement Class Member who was employed during the PAGA Period (September
17 20, 2020 through July 31, 2023), regardless of whether or not that Class Member timely excluded
18 him/herself from the Settlement. The Gross Settlement Amount ("GSA") is \$1,375,000.00,
19 including the Settlement Awards, Class Counsel's attorneys' fees, Class Counsel's litigation
20 expenses and costs, the enhancement award to the class representatives, \$100,000.00 allocated to
21 penalties under the California Private Attorneys General Act ("PAGA") with \$75,000.00 (three-
22 quarters) paid to the California Labor and Workforce Development Agency ("LWDA") and
23 \$25,000.00 (one-fourth, referred to herein as the "PAGA Settlement Amount") paid to the
24 Settlement Class as described below, and settlement administration expenses. It is understood and
25 agreed that Defendants' maximum total liability under the Settlement shall not exceed
26 \$1,375,000.00. It is further understood and agreed that Defendants shall have no obligation to pay
27 any person, entity, or organization more than the amount of the maximum total liability under the
28

1 Settlement. Defendants' share of payroll taxes will be paid by each Defendant separate from and
2 in addition to the GSA.

3 This Settlement, and all terms and conditions included herein, is expressly
4 conditioned upon the Court's granting the Motion for Final Approval and entering the Final
5 Approval Judgment, including the dismissal of Plaintiffs' representative PAGA claims, with
6 prejudice. If the Parties cannot obtain final approval from the Court, the Parties shall be restored
7 to their litigation positions prior to execution of this Settlement and this Settlement shall be deemed
8 null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in this
9 or any other action.

10 TERMS OF SETTLEMENT

11 14. NOW THEREFORE, in consideration of the mutual covenants, promises and
12 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

13 a. It is agreed by and among Plaintiffs and Defendants that this Action and any
14 claims, damages or causes of action arising out of the disputes which are the subject of this Action,
15 be settled and compromised as between the Settlement Class and Defendants, subject to the terms
16 and conditions set forth in this Stipulation of Settlement and the approval of the Court.

17 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
18 shall become effective ("Effective Date") when all of the following events have occurred: (i) this
19 Stipulation of Settlement has been executed by all Parties and by counsel for the Class and
20 Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has
21 been given to the Settlement Class, providing them with an opportunity to object or opt out of the
22 Settlement and such notice period has expired; (iv) the Court has held a formal fairness hearing
23 and entered the Final Approval Judgment certifying the Settlement Class and finally approving
24 this Stipulation of Settlement; (v) Defendants do not timely exercise their right to revoke the
25 settlement agreement pursuant to Paragraph 14(e); and (vi) only in the event there are written
26 objections submitted prior to the formal fairness hearing which are not later withdrawn, the later
27 of the following events: (1) when the period for filing any appeal, writ or other appellate
28

1 proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate
2 proceeding having been filed; (2) any appeal, writ or other appellate proceeding opposing the
3 Settlement has been dismissed finally and conclusively with no right to pursue further remedies or
4 relief; or (3) any appeal, writ or other appellate proceeding has upheld the Court's final order with
5 no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the
6 Settlement shall not become effective until the Court's order approving the Settlement is
7 completely final, and there is no further recourse by an appellant or objector who seeks to contest
8 the Settlement. It is further agreed by the Parties that this Settlement will not become effective if
9 Defendants, contrary to Paragraph 13 above, are required to pay more than their total amount of
10 the Gross Settlement Amount under the Settlement as set forth in Paragraph 13 under any
11 circumstances, with the exception of employer side payroll taxes and any potential pro rata
12 increase pursuant to Paragraph 14(c)(i) below, which shall be paid by Defendants separate from
13 and in addition to the GSA. It is further agreed by and between the Parties that this Settlement
14 shall not become effective, and Defendants shall not have any obligation (monetary or otherwise)
15 under the terms of this Settlement, unless and until any objections, writs and/or appeals, and any
16 rights of appeal with respect to any objections or the Final Approval Judgment, have been finally
17 exhausted and resolved upholding the terms of this Settlement.

18 c. Gross Settlement Amount, Net Settlement Amount and PAGA Settlement
19 Amount: To implement the terms of this Settlement, Defendants agree to pay \$1,375,000.00
20 ("Gross Settlement Amount"). The Settlement Amount will be paid as follows: If no objections
21 are filed, payment shall be made within 30 days from the court order granting final approval in full
22 and complete settlement of all PAGA Released Claims and Class Member Released Claims. If
23 objections are filed, payment shall be made within 65 days after final approval if no appeal, or
24 within seven (7) days after the appeal is dismissed or withdrawn, or the appeal is decided upholding
25 the propriety of the Settlement. The Parties agree the Gross Settlement Amount will be fully paid
26 out, with no residue returning to Defendants. At no time shall Defendants have the obligation to
27 segregate the funds comprising the Gross Settlement Amount, and Defendants shall retain
28

exclusive authority over, and the responsibility for, those funds subject to the disbursement of funds necessary to effectuate the Settlement. All Settlement Awards paid to Class Members, the attorneys' fees and costs to Class Counsel, the enhancement awards to the Class Representatives, the fees and expenses of the Settlement Administrator, the payment to the LWDA pursuant to PAGA, and any other payments provided by this Settlement, shall be paid out of the Gross Settlement Amount. The Net Settlement Amount, shall be calculated by deducting all Class Counsel's attorneys' fees, Class Counsel's litigation expenses, the enhancement award, \$75,000 attributable to PAGA penalties and paid to the LWDA, and settlement administration expenses from the Gross Settlement Amount ("Net Settlement Amount"). Class Members shall not be required to submit claim forms to participate in the Settlement; all Participating Class Members will be mailed settlement award checks, as will all non-Participating Class Members who were employed during the PAGA Period.

i. Class Size: Defendant Gainwell represented at mediation that the Gainwell Class Members worked 73,688 workweeks from October 21, 2017 to April 30, 2023. Defendant TDB Communications represented at mediation that the TDB/Gainwell Class Members worked 4,380 workweeks from October 21, 2017 to April 28, 2023. If the actual number of weeks worked by Class Members from October 26, 2017 and June 30, 2023 exceeds 78,060, the GSA will increase proportionally based on the difference between any variation that exceeds ten percent (10%). For example, if the number of workweeks from October 26, 2017 and June 30, 2023 increases by 12%, then the GSA shall be increased by 2%—i.e., the difference between the 10% allowable variation and the 12% actual variation.

1. Allocation of GSA and Employer Side Taxes: Gainwell and TDB agree that the GSA will be funded \$1,000,000.00 by Gainwell and \$375,000.00 by TDB, which Defendants agree constitutes a fair apportionment of the total settlement payment amount. Any pro rata increase pursuant to Paragraph 14(c)(i) shall be allocated based on each defendant's proportional share of the overages as measured from the increase above the number of pay periods represented by that defendant at mediation. For example, if the overage is attributable solely to

one defendant, that defendant will be entirely responsible for the pro rate increase. If the increase is attributable to both defendants, each defendant shall pay the percentage of the increase caused by that Defendant. Payment of employer side taxes shall be allocated by the claims administrator in the same proportion as that defendant's contribution.

ii. Settlement Awards to Participating Class Members: Settlement Awards to Participating Class Members will be determined based on the number of workweeks worked by that Class Member for or as assigned to Gainwell in California in a non-exempt or contract worker position during the Class Period. Such workweeks will be determined based on information to be provided by Defendants. Defendants' workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all workweek disputes will be final and non-appealable. The amount to be paid per workweek to Participating Class Members will be calculated by the Settlement Administrator by dividing the Net Settlement Amount by the number of workweeks worked by Participating Class Members. In addition, each Participating Class Member will get a payment from the Private Attorneys General Act Allocation. Any person who opts out of the Settlement is not a Participating Class Member, and is ineligible to object to the Settlement.

iii. Private Attorneys General Act Allocation: The Parties have agreed to allocate \$100,000.00 of the GSA to penalties under the California Private Attorneys General Act ("PAGA"). Seventy-five percent (75%) of this amount, or \$75,000.00, will be paid to the Labor and Workforce Development Agency ("LWDA") of the State of California, and the remaining balance of \$25,000.00 will be distributed to Class Members who worked for Defendants during the PAGA Period based on the pro-rata share of workweeks worked by each Class Member during the PAGA Period. Notwithstanding the submission of a timely and proper request for exclusion, Class Members who were employed by Defendants during the PAGA Period will still be bound by the settlement and release of the PAGA Claims or remedies under the Final Approval Judgment

1 pursuant to *Arias v. Superior Court*, 46 Cal.4th 868 (2009) as requests for exclusion do not apply
2 to the PAGA Claims (and hence will receive a payment from the PAGA Settlement Amount).

3 iv. Allocation of Settlement Awards: The Parties have agreed, based
4 on the allegations in the Action, that individual Settlement Awards payable to Participating Class
5 Members from the Net Settlement Amount will be allocated as follows: (1) 25% will be allocated
6 to alleged unpaid wages for which IRS Forms W-2 will issue; (2) 65% will be allocated to alleged
7 unpaid penalties for which IRS Forms 1099-MISC will issue; and (3) 10% will be allocated to
8 alleged unpaid interest for which IRS Forms 1099-MISC will issue. Payments made to Class
9 Members from the PAGA Settlement Amount shall be allocated entirely to unpaid penalties for
10 which IRS Forms 1099-MISC will issue.

11 1. No Reversion, No Claims Made: There will be no reversion
12 to Defendants and no claims process for Class Members and/or Aggrieved Employees to receive
13 payment.

14 v. Settlement Awards Do Not Trigger Additional Benefits: All
15 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
16 in the year in which such awards actually are received by the Class Members. It is expressly
17 understood and agreed that the receipt of such Settlement Awards will not entitle any Class
18 Member to additional compensation or benefits under any company bonus, contest or other
19 compensation or benefit plan or agreement in place during the period covered by the Settlement,
20 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
21 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement
22 Awards provided for in this Agreement are the sole payments to be made by Defendants to the
23 Class Members in connection with this Settlement, and that the Class Members are not entitled to
24 any new or additional compensation or benefits as a result of having received the Settlement
25 Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan
26 document that might have been in effect during the period covered by this Settlement).

vi. Attorneys' Fees and Litigation Costs: Subject to Court approval or modification, Defendants further agree not to oppose Class Counsel's application for attorneys' fees and litigation costs as set forth in Paragraph 16 below.

vii. Class Representative: The Parties agree to the designation of Plaintiffs as the "Class Representatives." Subject to Court approval, Defendants agree not to oppose Plaintiffs' request for an Enhancement Award of up to \$15,000 each. The Enhancement Award is in addition to any claimed individual Settlement Award to which Plaintiffs are entitled. The Enhancement Award is to be part of, and to be deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to the Plaintiffs for their service as the Class Representatives, and Plaintiffs will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve an Enhancement Award to the Class Representatives in an amount less than that set forth above, the difference between the lesser amount approved by the Court and the Enhancement Awards set forth above shall be added to the Net Settlement Amount.

viii. Settlement Administrator: The Settlement Administrator will be ILYM or such other settlement administrator as may be mutually agreeable to the Parties and approved by the Court. All administration expenses shall be paid out of the Maximum Settlement Amount. Any unused funds of this cost allocation will revert to the Net Settlement Amount.

ix. Mailing of Settlement Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members within 30 calendar days after the Effective Date of the Settlement (defined above in Paragraph 14) and the receipt of the settlement payment.

x. Class Notice: For each Class Member, there will be pre-printed information on the Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), based on the records available to Defendants, stating the number of workweeks worked as a Class

1 Member during the Class Period, along with each Class Member's estimated Settlement Award
2 amount, assuming all Class Members participate and the final number of weeks worked is the same
3 as existed at the time of mailing the Class Notice. This pre-printed information shall be presumed
4 correct unless written proof to the contrary is provided to the Settlement Administrator. A Class
5 Member may challenge the pre-printed information on the Class Notice as to the weeks worked
6 during the Class Period by submitting written evidence to the Settlement Administrator. All
7 disputes regarding weeks worked will be resolved and decided by the Settlement Administrator,
8 and the Settlement Administrator's decision on all disputes will be final and binding.

9 d. Enhancement Award to Plaintiffs for Plaintiffs' Service as Class
10 Representatives: The Settlement Administrator will pay the Enhancement Awards approved by
11 the Court to Plaintiffs within 30 calendar days of the later of the Effective Date of the Settlement
12 (defined above in Paragraph 14) and the receipt of the settlement payment.

13 e. Right to Rescission: In the event that ten percent (10%) or more of Class
14 Members opt out of the settlement, Defendants maintain the right, in their sole discretion, to revoke
15 the Settlement and their stipulation to class certification within seven (7) days of learning that more
16 than ten percent (10%) of Class Members opted out of the Settlement. Should Defendants exercise
17 this right, they shall be solely responsible for the costs of settlement administration incurred.

18 SETTLEMENT ADMINISTRATION

19 15. The Parties have agreed to the appointment of ILYM to perform
20 the customary duties of Settlement Administrator; provided, however, the Parties shall have the
21 right to select or substitute a different Settlement Administrator by mutual agreement and approval
22 by the Court. The Settlement Administrator will mail the Class Notice to all Class Members. The
23 Settlement Administrator will independently review the data provided by Defendants as to the
24 number of qualifying workweeks worked by Class Members during the Class Period and PAGA
25 Period, and will calculate the amounts due to Class Members in accordance with this Stipulation
26 of Settlement. The Settlement Administrator shall report, in summary or narrative form, the
27 substance of its findings. In accordance with the terms of the Settlement, and upon receipt of the
28

1 settlement payment from Defendants, the Settlement Administrator will issue and send out
2 Settlement Award checks to Class Members. Tax treatment of the Settlement Awards will be as
3 set forth herein. All disputes relating to the Settlement Administrator's performance of its duties
4 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
5 and conditions of this Stipulation of Settlement until all payments and obligations contemplated
6 by this Stipulation of Settlement have been fully carried out.

7 ATTORNEYS' FEES AND LITIGATION COSTS

8 16. In consideration for settling this Action, in exchange for the release of claims by
9 the Settlement Class, and subject to final approval or modification by the Court, Defendants agree
10 not to oppose Class Counsel's application for attorneys' fees not to exceed 33.3333 percent of the
11 Gross Settlement Amount, up to \$458,287.50, and attorneys' costs not to exceed \$30,000, from
12 the Gross Settlement Amount. The amounts set forth above will cover all work performed and all
13 fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred
14 in connection with the approval by the Court of this Stipulation of Settlement, the administration
15 of the Settlement, and obtaining the Final Approval Judgment. Should Class Counsel request
16 lesser amounts, or should the Court approve lesser amounts for attorneys' fees and litigation costs,
17 the difference between the lesser amounts and the maximum amounts set forth above shall be
18 added to the Net Settlement Amount.

19 17. The attorneys' fees and litigation costs approved by the Court shall be paid by the
20 Settlement Administrator to Class Counsel within 30 calendar days after the Effective Date of the
21 Settlement (defined above in Paragraph 14) and the receipt of the settlement payment.

22 NOTICE TO THE PLAINTIFF CLASS

23 18. Class Notice, as approved by the Court, shall be sent by the Settlement
24 Administrator to the Class Members by first class mail. Any returned envelopes from this mailing
25 with forwarding addresses will be used by the Settlement Administrator to forward the Notice to
26 the Class Members.

1 a. Within twenty one (21) calendar days of preliminary approval of this
2 Settlement by the Court, Defendants shall provide to the Settlement Administrator a spreadsheet
3 of the Class Members' names, last-known addresses, last-known telephone numbers, Social
4 Security numbers ("Class Member Information"), and the number of qualifying weeks each Class
5 Member worked during the Class Period and the PAGA Period. The Class Members' contact
6 information and Social Security numbers will be used only by the Settlement Administrator for
7 the sole purpose of effectuating the Settlement, and will not be provided to Class Counsel at any
8 time or in any form. To the extent Class Counsel possesses or comes to possess the Class
9 Members' contact information and/or Social Security numbers, Class Counsel shall return all such
10 information (including copies and data or information derived therefrom) within five (5) calendar
11 days, shall not retain copies of such information, and shall not maintain or use such information
12 for any purpose. The spreadsheet provided for above, shall be based on the business records
13 available to Defendants and in a format acceptable to the Settlement Administrator. Within forty
14 five (45) calendar days of preliminary approval of this Settlement, the Settlement Administrator
15 will mail the Class Notice to Class Members.

16 b. Notices returned to the Settlement Administrator as non-delivered during
17 the forty five (45) calendar day period for objecting to the Settlement, shall be resent to the
18 forwarding address, if any, on the returned envelope. If there is no forwarding address, the
19 Settlement Administrator will perform a check of the Class Members' addresses against those on
20 file with the U.S. Postal Service's National Change of Address List and will skip-trace return mail
21 and re-mail within three (3) calendar days of receipt using the Class Member's social security
22 number. This search will be performed only once per Class Member by the Settlement
23 Administrator. Upon completion of these steps by the Settlement Administrator, Defendant and
24 the Settlement Administrator shall be deemed to have satisfied their obligations to provide the
25 Class Notice to the affected member of the Settlement Class. The affected member of the
26 Settlement Class shall remain a member of the Settlement Class and shall be bound by all the terms
27 of the Stipulation of Settlement and the Court's Order and Final Approval Judgment.
28

1 c. The Class Notice shall also identify the procedures for opting out of or
2 objecting to the Settlement.

3 e. Class Counsel shall provide to the Court, at least sixteen (16) court days
4 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
5 diligence and proof of mailing with regard to the mailing of the Class Notice.

6 SETTLEMENT AWARDS

7 19. Settlement Awards shall remain valid and negotiable for one hundred eighty (180)
8 calendar days from the date of their issuance. Upon the deadline to cash the Settlement Awards,
9 the checks will automatically be cancelled by the Settlement Administrator if not cashed by the
10 Class Member within that time, and the Class Member's claim will remain released by the
11 Settlement. The Settlement Awards provided to Class Members shall prominently state the
12 expiration date or a statement that the checks will expire in one hundred eighty (180) days, or
13 alternatively, such a statement may be made in a letter accompanying the check. Expired
14 Settlement Awards will not be reissued, except for good cause and as mutually agreed by the
15 Parties in writing. The Settlement Administrator will send one reminder notice to all Class
16 Members who have not cashed the settlement award check thirty (30) calendar days prior to the
17 deadline. Any residue from uncashed Settlement Awards after the expiration date will be
18 distributed to the California State Controller Unclaimed Property Fund in that Class Member's
19 name , subject to Court approval. Upon completion of its calculation of payments, the Settlement
20 Administrator shall provide Defendants with a report listing the amount of all payments to be
21 made to each Class Member. The Settlement Administrator shall disburse the payment in
22 accordance with above Paragraph 14. The Settlement Administrator will be responsible for
23 making appropriate deductions, calculating and reporting the employer payroll taxes on the
24 Settlement Awards, paying to Class Counsel any Court-approved attorneys' fees and litigation
25 costs, paying to the Class Representative any Court-approved Enhancement Award, paying the
26 LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above, meeting
27 tax reporting obligations, and for issuing the individual Settlement Awards to Class Members.

1 Proof of payment will be filed with the Court and provided to Class Counsel and Defendants'
2 Counsel within one hundred twenty (120) calendar days from the receipt of the settlement
3 payment.

4 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

5 20. Opting Out of the Settlement. For those Class Members who do not wish to
6 participate in the Settlement, such Class Members may exclude themselves (i.e., opt out) by
7 submitting a timely written request to the Settlement Administrator. The written request ("Request
8 for Exclusion") should state that he/she has received the Class Notice, decided not to participate
9 in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement.
10 The Request for Exclusion must also state the individual's full name, address, last four digits of
11 Social Security Number, and telephone number. The Request for Exclusion must be signed, dated
12 and mailed by First Class U.S. Mail, or the equivalent, to the Settlement Administrator. All
13 Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later
14 than forty five (45) calendar days after the Settlement Administrator mails the Notice to the Class
15 Members. Any individual who submits a Request for Exclusion will not be allowed to object to
16 the terms of the Settlement. If a Settlement Class Member submits both an objection and a valid
17 and timely request for exclusion, the request for exclusion will override the objection, and the
18 objection shall therefore be ignored.

19 21. Objecting to the Settlement. Any Participating Class Member that wishes to object
20 to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may
21 provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for
22 Defendants), a timely statement of objection. To be timely, an objection must be mailed to the
23 Settlement Administrator, and postmarked no later than forty five (45) calendar days after the
24 Settlement Administrator mailed the Notice to the Class Members. The date of the postmark on
25 the return-mailing envelope shall be the exclusive means used to determine whether an objection
26 has been timely submitted. An objection must contain at least the following: (i) the objector's full
27 name, address, telephone, last four digits of Social Security Number, and signature; (ii) a clear
28

reference to the Lawsuit; (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether the objecting person intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address and telephone number. All objections shall be signed by the objecting Participating Class Member, even if the Participating Class Member is represented by counsel. The right to object to the proposed Settlement must be exercised individually by a Participating Class Member. Attempted collective, group, class or subclass objections shall be ineffective and disregarded. If the Court rejects the objection, the Participating Class Member will be bound by the terms of the Settlement.

RELEASE BY THE CLASS

22. Upon final approval by the Court, the participating Class Members (i.e., Class Members who do not opt out of the settlement) shall be deemed to have fully, finally, and forever released Releasees from any and all claims or causes of action that are pled, or that could have been pled, based on the facts alleged in the Second Amended Complaint, while employed in California as hourly, non-exempt employees by Defendants or Releasees (whether directly or assigned through a staffing agency) during the Class Period, including but not limited to any and all claims, rights, demands, liabilities, and causes of action of every nature and description arising from October 26, 2017 through July 31, 2023, including, statutory, constitutional, contractual, or common law claims for wages, damages, unpaid costs, statutory penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, which constitute or relate to any one or more of the following categories of claims: (a) failure to pay and/or appropriately calculate minimum, straight time, overtime, double time, or any other types of wages; (b) failure to provide compliant meal periods and/or pay complaint meal period premiums; (c) failure to provide compliant rest breaks and/or pay compliant rest break premiums; (d) failure to provide accurate wage statements; (e) failure to provide proper form of payment; (f) inaccurate recordkeeping; (g) failure to pay timely wages; (h) failure to timely pay all wages due at termination, including claims for waiting time penalties; (i) failure to reimburse business expenses;

(j) failure to pay and/or appropriately calculate sick pay and (k) any other types of claims that were pled, or could arise out of the facts pled, as part of the Action (“Class Members’ Released Claims”). The Class Members’ Released Claims include all claims that arise under the California Labor Code, including under California Labor Code §§ 201, 202, 203, 204, 210, 212, 221, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; California Business and Professions Code §§ 17200 et seq., any applicable California Industrial Welfare Commission Wage Order; and any similar statutes, regulations, ordinances, and laws, to the extent such claims were pled, or could arise out of the facts pled, as part of this Action. Class Members who do not submit a timely and valid request for exclusion from the settlement shall be deemed to have fully released all Class Members’ Released Claims (collectively “Participating Class Members’ Released Claims”).

23. Subject to Court approval, PAGA Released Claims mean any and all claims against Releasees for recovery of civil penalties under PAGA to recover civil penalties, attorneys’ fees, litigation costs, which Plaintiffs and/or the PAGA Settlement Class had, or may claim to have, that were alleged or could have been alleged in Plaintiffs’ September 20, 2021 and April 27, 2022 letters to the LWDA and the Complaint arising from September 20, 2020 through July 31, 2023. These claims are released by Plaintiffs in their representative capacities as authorized proxies and agents for the State of California and the LWDA and as private attorney generals acting on behalf of themselves and the PAGA settlement employees, for civil penalties under the PAGA, including the alleged (a) failure to keep accurate records (Labor Code §§ 1174, 1174.5); (b) failure to provide compliant meal periods and/or pay compliant meal period premiums; (Labor Code §§ 226.7, 512, and IWC Wage Order No. 4-2001, § 11(A)); (c) failure to provide rest breaks and/or to pay compliant rest break premiums (Labor Code § 226.7 and IWC Wage Order No. 4-2001, § 12(A)); (d) failure to provide accurate wage statements (Labor Code §§ 226, 226.3); (e) failure to pay final wages (Labor Code §§ 201-203, 256, 227.3); (f) failure to pay and/or appropriately calculate sick pay (Labor Code § 245, *et seq.*); (g) failure to reimburse business expenses (Labor Code § 2802); (h) failure to pay minimum wages (Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1182.12, IWC Wage

1 Order No. 4-2001, § 4); (i) failure to pay and/or appropriately calculate overtime, double time, or
2 any other types of wages (Labor Code §§ 510, 1194; IWC Wage Order No. 4-2001, § 3); (j) failure
3 to timely pay wages during employment (Labor Code §§ 204, 210); (k) failure to issue payment in
4 proper form (Labor Code §§ 212, 213); (l) failure to abide by maximum work hours and minimum
5 work conditions requirements (Labor Code § 1198) and (m) claims for civil penalties (Labor Code
6 § 558, *et seq.*).

7 24. Effective upon the date of final approval by the Court of this Stipulation of
8 Settlement, Plaintiffs fully release and discharge the Releasees from any and all past, present, and
9 future claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or
10 liabilities, of any nature and description whatsoever, known or unknown, existing or potential,
11 recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery
12 (including but not limited to those based in contract or tort, common law or equity, federal, state,
13 or local law, statute, ordinance, or regulation), and for claims for compensatory, consequential,
14 punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs or
15 disbursements, against the Releasees, including unknown claims covered by California Civil Code
16 section 1542, as quoted below, by Plaintiffs, arising during the period from the beginning of the
17 Plaintiffs' first interaction with any Defendants to the date on which the Court enters the order of
18 Final Approval of this Settlement, for any type of relief that can be released as a matter of law,
19 including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil
20 and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees,
21 litigation costs, restitution, or injunctive, declaratory or equitable relief with the exception of any
22 claims which cannot be released as a matter of law. Plaintiffs generally release all known and
23 unknown claims against the Releasees, and waive the application of section 1542 of the California
24 Civil Code, which provides as follows: "A general release does not extend to claims which the
25 creditor or releasing party does not know or suspect to exist in his or her favor at the time of
26 executing the release and that if known by him or her, would have materially affected his or her
27 settlement with the debtor or released party." The claims released pursuant to this paragraph
28

1 include but are not limited to the Participating Class Members' Released Claims, as well as any
2 other claims under any provision of the Fair Labor Standards Act, the California Labor Code, the
3 California Code of Regulations, or any applicable California Industrial Welfare Commission Wage
4 Order(s), and claims under state or federal discrimination statutes, including, without limitation
5 the California Fair Employment and Housing Act, California Government Code section 12940 et
6 seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et
7 seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; and all of
8 their implementing regulations and interpretive guidelines.

9 25. In addition, the Class Representatives and each Settlement Class Member is forever
10 barred and enjoined from instituting or accepting damages or obtaining relief against the Releasees
11 for any period from October 26, 2017 through the date the Court finally approves the Settlement,
12 relating to claims that individual has released pursuant to Paragraphs 22-24.

13 RELEASE OF CLAIMS BY NAMED PLAINTIFFS RAMOS AND MANGOLD

14 26. In addition to the Released Claims, and in exchange for the Enhancement Award
15 set forth in Section 14 above, Plaintiffs Ramos and Mangold release any claims and disputes
16 against Releasees arising out of any California, municipal, or federal statute, ordinance, regulation,
17 order, or common law, including without limitation: claims for wrongful termination based on
18 public policy, claims under the Employee Retirement Income Security Act of 1974, as amended;
19 claims for violation of the California Labor Code or the federal Fair Labor Standards Act,
20 including, without limitation, any wage and hour claims, claims for overtime pay, claims for back
21 pay and penalties, claims for failure to provide meal periods and/or rest breaks, claims for failure
22 to pay minimum wages or for work "off the clock," claims for reimbursement of business
23 expenses, claims relating to Defendants' method of pay and/or wage statements, claims for failure
24 to pay compensation due at termination, claims for failure to provide accurate wage statements,
25 claims relating to liquidated damages, penalties, deductions, or other alleged wage and hour
26 violations and related record-keeping requirements; claims for discrimination or harassment under
27 Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans
28

1 with Disabilities Act, and the California Fair Employment and Housing Act; the state and federal
2 Workers' Adjustment and Retraining Notification Act; claims under the Family Medical Leave
3 Act and California Family Rights Act; the Private Attorneys' General Act, and any and all other
4 claims whatsoever based on contract, quasi-contract, implied contract, tort, or public policy,
5 including without limitation, defamation, libel, slander, invasion of privacy, interference with
6 business opportunity or with contract, or infliction of emotional distress; claims for breach of the
7 implied covenant of good faith and fair dealing, conspiracy, negligence, or negligent
8 misrepresentation; or any claim for bonus or severance pay; or any other California, state, local,
9 or federal laws, regulations and/or ordinances from October 26, 2017 through the date of execution
10 of this Agreement. This Agreement does not, however, extend to claims which cannot, as a matter
11 of law, be waived; however, Plaintiffs expressly represent and warrant that as of the date of
12 execution, no such claims exist based on the facts known or that could have been known to
13 Plaintiffs through the exercise of reasonable diligence. It is understood and agreed that, as a
14 condition of this release, Plaintiffs knowingly waive any and all claims, rights, or benefits each
15 may have under California Civil Code Section 1542 with respect to the Released Claims and all
16 claims released by Plaintiffs herein. Section 1542 provides as follows:

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

23 27. Plaintiffs represent that he/she/they have not assigned or transferred any claim, or
24 any portion thereof, which he/she/they have or claim to have, against Defendants or the Releasees.
25 Plaintiffs further agree to indemnify, defend, and hold Defendants and the Releasees harmless from
26 and against any and all claims based on or arising out of any such assignment or transfer or
27 purported assignment or transfer of any such claim or any portion thereof or interest therein.

28 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

1 28. Plaintiffs shall promptly submit this Stipulation of Settlement to the Sacramento
2 County Superior Court in support of Plaintiffs' Motion for Preliminary Approval and
3 determination by the Court as to its fairness, adequacy and reasonableness; Plaintiffs agree to
4 provide Defendants the opportunity to review, and to seriously consider Defendants' comments,
5 before filing Plaintiffs' Motion for Preliminary Approval. Promptly upon execution of this
6 Stipulation of Settlement, Plaintiffs shall apply to the Court for the entry of an order preliminarily
7 approving the Settlement and:

8 a. Scheduling a fairness hearing on the question of whether the proposed
9 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and
10 the Class Representatives' Enhancement Awards should be finally approved as fair, reasonable
11 and adequate as to the members of the Settlement Class;

12 b. Certifying a Settlement Class, Plaintiffs Irene Ramos and Brandon Mangold
13 as the Class Representatives, and Timothy B. Del Castillo and Kent L. Bradbury of Castle Law:
14 California Employment Counsel, PC, and Fawn Bekam of Aegis Law Firm, PC as Class Counsel;

15 c. Approving as to form and content the proposed Class Notice;

16 d. Approving the manner and method for Class Members to request exclusion
17 from the Settlement as contained herein and within the Class Notice;

18 e. Directing the mailing of the Class Notice by first class mail to the Class
19 Members; and

20 f. Preliminarily approving the Settlement subject only to the objections of
21 Class Members and final review by the Court; and

22 g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any
23 other cases, claims, suits or administrative proceedings (including filing claims with the Division
24 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
25 the Released Claims unless and until such Class Members have filed valid Requests for Exclusion
26 with the Settlement Administrator.

27 DEFENDANTS' RELEASE OF CLAIMS AS TO EACH OTHER

1 29. Defendants agree that their respective contributions to the GSA and their mutual
2 promises to each other constitute fair and adequate compensation for the release described herein.
3 TDB and Gainwell will and hereby do agree to mutually and fully release each other of any and
4 all claims arising out of, or in any way related to, the allegations in this Action brought by the
5 named Plaintiffs, class members, and aggrieved employees, including but not limited to any claims
6 for indemnification, contract, tort, detrimental reliance, contribution, or otherwise. Any claims not
7 related to the allegations in this lawsuit are not released.

8 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

9 30. Upon the Effective Date of the Settlement provided for in this Stipulation of
10 Settlement, Class Counsel will return to Defendants or delete all company and employee
11 documents, lists, and electronic data in all forms and formats (originals and copies). Plaintiffs
12 agree to provide Defendants the opportunity to review, and to seriously consider Defendants'
13 comments before filing, Plaintiffs' Motion for Final Approval of Class Action Settlement, and
14 therein, or concurrently therewith, Plaintiffs shall seek the following.

- 15 a. Approval of the Settlement, adjudging the terms thereof to be fair,
16 reasonable and adequate, and directing consummation of its terms and provisions;
- 17 b. Approval of Class Counsel's application for an award of attorneys' fees and
18 litigation costs;
- 19 c. Approval of the Enhancement Awards to the Class Representatives; and
- 20 d. Entry of the Final Approval Judgment in accordance with California Rules
21 of Court, Rule 3.769(h), with prejudice, and permanently barring and enjoining all members of the
22 Settlement Class from prosecuting against any Releasees any individual or class or collective
23 claims released herein, upon satisfaction of all payments and obligations hereunder.

24 PARTIES' AUTHORITY

25 31. The signatories hereto hereby represent that they are fully authorized to enter into
26 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

27 MUTUAL FULL COOPERATION

3 33. The Parties agree to fully cooperate with each other to accomplish the terms of this
4 Stipulation of Settlement, including, but not limited to, execution of such documents and taking
5 such other action as reasonably may be necessary to implement the terms of this Stipulation of
6 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
7 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,
8 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon
9 as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the
10 assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the
11 Court's final approval of this Stipulation of Settlement.

12 34. The Parties and their respective counsel agree that they will not attempt to
13 encourage Class Members to file Requests for Exclusion.

35. The Parties and their counsel represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

36. Counsel for Plaintiffs agree not to disclose or publicize the Settlement, including the fact of the Settlement, prior to filing preliminary approval, its terms or contents, and the negotiations underlying the settlement, in any manner or form, directly or indirectly, to any person or entity, except the Court and settlement Class Members, and only as shall be contractually required to effectuate the terms of the Settlement. Following preliminary approval, Counsel for Plaintiffs may only disclose the Settlement in a manner consistent with similar information on their website as of June 30, 2023. For the avoidance of doubt, this section means Plaintiffs' Counsel agree not to issue press releases, communicate with, or respond to any media or publication

1 entities, publish information or otherwise communicate in any medium, whether by print, video,
2 recording or any other medium, with any person or entity concerning the Settlement, including the
3 fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, except
4 as shall be contractually required to effectuate the terms of the Settlement or required by order of
5 the Court. However, Plaintiffs' Counsel may disclose the names of the Parties in this action, the
6 venue/case number, and settlement details available in the public record, for the limited purpose
7 of allowing Plaintiffs' Counsel to prove their adequacy to serve as class counsel in other actions
8 or for the purposes of seeking approval of an unrelated settlement.

9 NO ADMISSION

10 37. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
11 is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on
12 the part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement
13 solely with the intention to avoid further disputes and litigation with the attendant inconvenience
14 and expenses.

15 ENFORCEMENT ACTIONS

16 38. The Parties agree that the Sacramento County Superior Court shall retain
17 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure
18 Section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes
19 any legal action or other proceeding against any other Party or Parties to enforce the provisions of
20 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of
21 Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful Party
22 or Parties' its/their reasonable attorneys' fees and litigation costs, including expert witness fees
23 incurred in connection with any enforcement actions.

24 NOTICES

25 39. Unless otherwise specifically provided herein, all notices, demands or other
26 communications given hereunder shall be in writing and shall be deemed to have been duly given
27

as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Settlement Class:

Timothy B. Del Castillo, Esq.
Kent L. Bradbury, Esq.
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661

To Defendants:

For Gainwell:

Heather Hearne
The Kullman Firm
4605 Bluebonnet Blvd., Ste. A
Baton Rouge, LA 70809

For TDB

Wilder A. Clements
Clements Employment Law, P.C.
1160 Battery Street East, Suite 100
San Francisco, CA 94111

NO PUBLIC COMMENT

40. The Class Representatives and Class Counsel will not make any public disclosure of the Settlement, except through the public filings to preliminarily and finally approve the Settlement; the Parties will use their best efforts to reach agreement on all Court filings. Notwithstanding the foregoing, the Class Representatives and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court. Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of the restriction against any public disclosure of the Settlement. This provision does not prevent Class Counsel from communicating with any Class Members who may contact Class Counsel, or their own attorneys or tax advisors.

41. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

42. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

43. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

44. This Stipulation of Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

45. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Releasees hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS MEMBER SIGNATORIES

46. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Class Notice will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

COUNTERPARTS

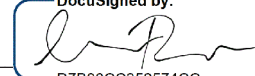
47. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint Stipulation of Settlement as of the date(s) set forth below:

Plaintiffs and Class Representatives

Date: 9/14/2023 _____

PLAINTIFF IRENE RAMOS

DocuSigned by:

D7B00CC352574CC...
 Irene Ramos _____

Date: _____

PLAINTIFF BRANDON MANGOLD

 Brandon Mangold

Defendants

Date: _____

DEFENDANT GAINWELL
 TECHNOLOGIES LLC

By: _____

Date: _____

DEFENDANT TDB COMMUNICATIONS,
 INC.

By: _____
 29

CLASS MEMBER SIGNATORIES

46. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Class Notice will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

COUNTERPARTS

47. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint Stipulation of Settlement as of the date(s) set forth below:

Plaintiffs and Class Representatives

Date: _____

PLAINTIFF IRENE RAMOS

Irene Ramos

Date: 9/14/2023 | 10:54 AM PDT

PLAINTIFF BRANDON MANGOLD

DocuSigned by:

Brandon Mangold

9F9B9134AD33470...

Brandon Mangold

Defendants

Date: _____

DEFENDANT GAINWELL
TECHNOLOGIES LLC

By: _____

Date: 9/14/2023

DEFENDANT TDB COMMUNICATIONS,
INC

DocuSigned by:

Thomas Duckenfield

9F9B9134AD33470...

By: _____
Thomas Duckenfield

APPROVED AS TO FORM:

Date: September 14, 2023

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL



Kent L. Bradbury
Attorneys for Plaintiff Irene Ramos

Date: 9/14/2023

AEGIS LAW FIRM, PC



Fawn F. Bekam
Attorneys for Plaintiff Brandon Mangold

Date: _____

THE KULLMAN FIRM

Heather D. Hearne
Attorneys for Defendant Gainwell
Technologies LLC

Date: 9/14/23

CLEMENTS EMPLOYMENT LAW P.C.



Wilder A. Clements
Attorneys for Defendant TDB
Communications, Inc.

1 CLASS MEMBER SIGNATORIES

2 46. It is agreed that because the members of the Class are so numerous, it is impossible
3 or impractical to have each member of the Class execute this Stipulation of Settlement. The Class
4 Notice will advise all Class Members of the binding nature of the release, and the release shall
5 have the same force and effect as if this Stipulation of Settlement were executed by each member
6 of the Class.

7 COUNTERPARTS

8 47. This Stipulation of Settlement may be executed in counterparts and by facsimile
9 signatures, and when each party has signed and delivered at least one such counterpart, each
10 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
11 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon
12 and effective as to all Parties.

13 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint
14 Stipulation of Settlement as of the date(s) set forth below:

15 **Plaintiffs and Class Representatives**

16 Date: _____

PLAINTIFF IRENE RAMOS

17 _____
18 Irene Ramos

19 Date: _____

PLAINTIFF BRANDON MANGOLD

20 _____
21 Brandon Mangold

22 **Defendants**

23 Date: 09/21/2023 _____

DEFENDANT GAINWELL
TECHNOLOGIES LLC

24 By: Chris Knibb Chief Financial Officer

25 Date: _____

DEFENDANT TDB COMMUNICATIONS,
26 INC.

27 _____
28 By: _____
29

APPROVED AS TO FORM:

Date: _____

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL

Kent L. Bradbury
Attorneys for Plaintiff Irene Ramos

Date: _____

AEGIS LAW FIRM, PC

Fawn F. Bekam
Attorneys for Plaintiff Brandon Mangold

Date: Sept. 21, 2023 _____

THE KULLMAN FIRM


Heather D. Hearne
Attorneys for Defendant Gainwell
Technologies LLC

Date: _____

CLEMENTS EMPLOYMENT LAW P.C.

Wilder A. Clements
Attorneys for Defendant TDB
Communications, Inc.