

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

2 This Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Alex Hernandez
4 (“Hernandez”) and Martin Sohal (“Sohal”) (together, “Plaintiffs” or “Class Representatives”), on
5 behalf of all others similarly situated and aggrieved employees, and Defendants CHEP Services, LLC
6 and Brambles USA, Inc. (“Defendants”) (and collectively with Plaintiffs, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiffs, PAGA Members and Settlement
8 Class Members (as defined herein), the State of California (as set forth herein), and on Defendants,
9 subject to the terms and conditions hereof and the approval of the Court.

10 **RECITALS**

11 1. On August 16, 2021, Hernandez commenced the action entitled *Alex Hernandez v. CHEP*
12 *Services, LLC et al.*, in the San Bernardino County Superior Court, Case No. CIVSB2123946 (the
13 “Hernandez Class Action”). The Hernandez Class Action alleges causes of action against Defendants
14 for violations of: (1) California Labor Code §§ 510 and 1198 (Unpaid Overtime), (2) California Labor
15 Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) California Labor Code § 226.7 (Unpaid
16 Rest Period Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum
17 Wages), (5) California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid, (6) California Labor
18 Code § 204 (Wages Not Timely Paid During Employment), (7) California Labor Code § 226(a) (Non-
19 Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll
20 Records), (9) California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), and (10)
21 and California Business & Professions Code §§ 17200, *et seq.*

22 2. On August 25, 2021, Hernandez provided written notice by certified mail to the Labor
23 and Workforce Development Agency and Defendant of the specific provisions of the California Labor
24 Code that Defendants allegedly violated (the “Hernandez LWDA Letter”). On November 22, 2021,
25 Sohal provided written notice by certified mail to the Labor and Workforce Development Agency and
26 Defendants of the specific provisions of the California Labor Code that Defendant allegedly violated
27 (the “Sohal LWDA Letter”).

28 3. On October 29, 2021, Hernandez filed the Complaint for Enforcement Under the Private

Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants, in San Bernardino County Superior Court, Case No. CIVSB2131140 (the “Hernandez PAGA Action”), alleging a single cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), on behalf of the State of California in connection with himself and aggrieved employees. On January 27, 2022, Sohal filed the Complaint For Civil Penalties Under The Private Attorneys General Act Of 2004 against Defendant, in Stanislaus Superior Court, Case No. CV-22-000376 (the “Sohal PAGA Action”), alleging a single cause of action for civil penalties pursuant to PAGA, on behalf of the State of California in connection with himself and aggrieved employees.

4. Defendants deny all material allegations set forth in the Actions and have asserted numerous affirmative defenses. Nevertheless, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Actions, Released Class Claims, and Released PAGA Claims (as defined herein).

5. Class Counsel in the Actions (defined below) diligently investigated the proposed Class Members’ claims against Defendants, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of numerous company policies and practices.

6. On May 15, 2023, the Parties participated in an all-day mediation with Hon. Jeffrey Winikow (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, and after exchanging additional information post-mediation and continuing negotiations the Parties reached the Settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

8. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Actions” means the Hernandez Class Action, the Hernandez PAGA Action, and the Sohal PAGA Action.

b. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action, and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 12 below.

c. “Class Counsel” or “Plaintiff’s Counsel” means Arby Aiwarzian, Joanna Ghosh, and Helene Mayer Lawyers *for* Justice, PC, and Jeremy Bollinger of Moss Bollinger, LLP, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s (1) full name, (2) last known mailing address, (3) Social Security Number, (4) dates worked for Defendants during the Class Period and, if applicable, during the PAGA Period, and (5) such other information and data as necessary for the Settlement Administrator to independently calculate the Workweeks (as defined below).

e. “Class Member(s)” or “Class” mean all current or former hourly-paid or non-exempt employees of Defendants in California employed between August 16, 2017 through the date of Preliminary Approval.

f. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as **“Exhibit A.”**

g. “Class Period” means the time period from August 16, 2017 through the date of Preliminary Approval.

h. “Class Representatives” or “Plaintiffs” mean Alexander Hernandez and Martin Sohal.

i. “Class Settlement” means the settlement and resolution of the Released Class Claims.

j. “Court” means the Superior Court of the State of California for the County of San Bernardino.

k. “Defendants” mean CHEP Services, LLC and Brambles USA, Inc.

l. “Defendants’ Counsel” means Baker & Hostetler LLP.

m. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’ Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (5) the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

n. “Enhancement Payments” means the amounts to be paid to Hernandez and Sohal in recognition of their efforts and work in prosecuting the Actions on behalf of Class Members and in exchange for a general release, as set forth in Paragraph 13 below.

o. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

p. “Final Approval Hearing” means the hearing at which the Court will consider

and determine whether the Settlement should be granted Final Approval.

q. “Individual PAGA Payment” means the amount payable to each PAGA Member from the 25% portion of the PAGA Penalty Amount that is allocated to PAGA Members, as provided in Paragraph 16(b).

r. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Paragraph 27 below.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 16(a).

t. “LWDA Payment” means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) as set forth in Paragraph 15.

u. “Net Settlement Amount” means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the Court-approved Enhancement Payments, Settlement Administration Costs, PAGA Penalty Amount, and Attorneys’ Fees and Costs.

v. “Notice of Objection” means a Class Member’s written objection to the Class Settlement, which must: (a) include the case name and number of the Action; (b) include the objector’s full name, signature, address, and telephone number, and the last four digits of his or her Social Security number; (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

w. “Operative Complaint” means the First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq. that the Parties have agreed that Plaintiff will file.

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1 x. “PAGA Members” means all current and former hourly-paid or non-exempt
2 employees of Defendants in California employed between February 20, 2020 through the date of
3 Preliminary Approval.

4 y. “PAGA Penalty Amount” means the amount that the Parties have agreed to pay
5 to settle all claims under PAGA, as set forth in Paragraph 15. From this amount, 75% will be paid to
6 the LWDA and 25% will be distributed to PAGA Members. The PAGA Payment shall be payable from
7 the Total Settlement Amount.

8 z. “PAGA Period” means the period from March 3, 2020 through the date of
9 Preliminary Approval.

10 aa. “PAGA Settlement” means the settlement and resolution of the Released PAGA
11 Claims.

12 bb. “Parties” means Plaintiffs and Defendants, collectively, and “Party” means
13 either Hernandez, Sohal, or Defendants.

14 cc. “Preliminary Approval” means entry of the Court order granting preliminary
15 approval of the Settlement Agreement.

16 dd. “Released Claims” means the Released Class Claims and Released PAGA
17 Claims.

18 ee. “Released Class Claims” means all claims under state, federal, or local law,
19 arising out of the claims expressly pleaded in the Actions and all other claims, such as those under the
20 California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been
21 asserted based on the facts pleaded in the Actions for: (1) failure to pay overtime wages; (2) failure to
22 pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages;
23 (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment;
24 (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure
25 to reimburse necessary business expenses; and (10) violation of California’s unfair competition law.

26 ff. “Released PAGA Claims” means any and all claims, arising during the PAGA
27 Period, for civil penalties under PAGA as well as any interest, fees, and costs available under PAGA,
28 based on the factual allegations in complaints, including but not limited to, for failure to pay minimum,

regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to obtain consent or authorization for payment of final wages through a payroll card program, failure to provide an alternative payment plan method other than through a payroll card, failure to compensate employees in a form that may be cashed, without delay, and without a fee or discount, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 212, 213, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001.

gg. “Released Parties” means Defendants, and all their former, present, and future parent companies including Brambles USA, Inc., subsidiaries, affiliates, shareholders, owners, members, directors, officers, agents, employees, attorneys, insurers, predecessors, successors, and assigns.

hh. “Request for Exclusion” means a written letter submitted by a Class Member indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the case name and number of the Class Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the mailing envelope on the submission will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a timely and valid Request for Exclusion will be deemed a Settlement Class Member and will be bound by all terms of the Class Settlement, if the Settlement is granted Final Approval by the Court. PAGA Members shall not be permitted to opt out of the PAGA Settlement.

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1 ii. “Response Deadline” means the deadline by which Class Members must submit
2 a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them,
3 which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by
4 the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case
5 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
6 Response Deadline may also be extended by express agreement between Class Counsel and
7 Defendants’ Counsel. Under no circumstances, however, will the Settlement Administrator have the
8 authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
9 Member, the Response Deadline for that Class Member shall be the extended by fifteen (15) calendar
10 days.

11 jj. “Settlement Administrator” means Phoenix Class Action Administration
12 Solutions (“Phoenix”), or any other third-party class action settlement administrator agreed to by the
13 Parties and approved by the Court for purposes of administering this settlement. The Parties and their
14 counsel each represent that they do not have any financial interest in the Settlement Administrator or
15 otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

16 kk. “Settlement Administration Costs” means the costs payable from the Total
17 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
18 settlement, as set forth in Paragraph 14 below.

19 ll. “Settlement Class Members” means all Class Members who do not submit a
20 timely and valid Request for Exclusion from the Class Settlement.

21 mm. “Total Settlement Amount” means the amount of three million four hundred
22 thousand dollars and no cents (\$3,400,000.00) to be paid by Defendants in full resolution of all
23 Released Claims and the Actions, which includes all Attorneys’ Fees and Costs, Enhancement
24 Payments, PAGA Penalty Amount, Net Settlement Amount to be paid to the Settlement Class
25 Members, and Settlement Administration Costs. The employer’s share of taxes on the wages portion
26 of Individual Settlement Shares will be paid by Defendants separately and in addition to the Total
27 Settlement Amount.

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1 nn. "Workweeks" means the number of weeks each Class Member worked for
2 Defendants as an hourly-paid or non-exempt employee within California, which information will be
3 provided to the Settlement Administrator by the Defendants. Workweeks will be calculated based on
4 the workweeks during the Class Period and/or PAGA Period when Class Members and/or PAGA
5 Members were employed by Defendants as an hourly-paid or non-exempt employee and recorded time
6 worked.

7 **CLASS CERTIFICATION**

8 9. For the purposes of this settlement only, the Parties stipulate to the certification of the
9 Class as defined in Paragraph 8.e.

10 10. The Parties agree that certification of the Class for the purpose of Settlement is not an
11 admission that certification is proper under Section 382 of the California Code of Civil Procedure, or
12 for any other purpose. Should, for whatever reason, the Court not grant Final Approval, the Parties'
13 stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall
14 have no bearing on, and shall not be admissible in connection with, the issue of whether or not
15 certification would be appropriate or inappropriate in a non-settlement context.

16 **TERMS OF AGREEMENT**

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

19 11. Funding of the Total Settlement Amount. Within fifteen (15) calendar days after the
20 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the
21 amounts to be paid by Defendants pursuant to the terms of the Settlement. Within thirty (30) calendar
22 days of the Effective Date, Defendants will make a one-time deposit of the Total Settlement Amount,
23 along with any employer-side tax obligations associated with the Total Settlement Amount, into a
24 settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of
25 the funding of Total Settlement Amount, the Settlement Administrator will issue payments due under
26 the Settlement and approved by the Court, as follows: (a) Individual Settlement Shares to Settlement
27 Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the
28 LWDA; (d) Enhancement Payments to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and

(f) Settlement Administration Costs to the Settlement Administrator. The Parties agree that this is a non-reversionary Settlement and that no portion of the Total Settlement Amount shall revert to Defendants.

12. Attorneys' Fees and Costs. Class Counsel will request, and Defendants will not oppose, attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed twenty thousand dollars (\$20,000.00) to Class Counsel, both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Should the Court approve the Attorneys' Fees and Costs in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Attorneys' Fees and Costs shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court awarding a lesser amount of Attorneys' Fees and Costs than set forth above shall have no impact on the validity of the Settlement Agreement and shall not be a basis to cancel, void, or otherwise avoid same.

13. Enhancement Payments. In recognition of their efforts and work in prosecuting the Actions, Defendants agree not to oppose or impede any application or motion for Enhancement Payments in an amount up to Fifteen Thousand Dollars (\$15,000.00) each to Hernandez and Sohal, respectively. The Enhancement Payments, which will be paid from the Total Settlement Amount,

subject to Court approval, will be in addition to their Individual Settlement Payments that are to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiffs agree to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payments. Should the Court approve the Enhancement Payments to Plaintiffs in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payments will be part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court awarding a lesser Enhancement Payments than set forth above shall have no impact on the validity of the Settlement Agreement and shall not be a basis to cancel, void, or otherwise avoid same.

14. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Seventeen Thousand Seven Hundred and Fifty Dollars (\$17,750). These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for this settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

15. Labor and Workforce Development Agency Payment. Subject to approval by the Court, the Parties agree that the amount of Three Hundred Fifty Thousand Dollars (\$350,000) from

the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., PAGA Penalty Amount), of which seventy-five percent (75%), or \$262,500, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$87,500, will be distributed to PAGA Members on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., Individual PAGA Payment).

16. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and PAGA Members shall not be required to submit a claim in order to receive a share of the PAGA Penalty Amount, and no portion of the Total Settlement Amount shall revert to Defendants. Individual Settlement Shares and Individual PAGA Payments will be calculated and apportioned based on the Workweeks, as follows:

a. The Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the “Class Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks during the Class Period by the Class Workweek Value to yield his or her Individual Settlement Share. If any Class Member submits a timely and valid Request for Exclusion, his or her Individual Settlement Share will remain part of the Net Settlement Amount and will proportionally increase each Settlement Class Member’s Individual Settlement Share.

b. To determine the Individual PAGA Payment for each PAGA Member, the Settlement Administrator will divide the 25% portion of the PAGA Penalty Amount attributed to PAGA Members, i.e., \$87,500, by the total number of Workweeks worked by all PAGA Members during the PAGA Period (“Total PAGA Workweeks”) resulting in the PAGA Workweek Value and then multiplying the PAGA Workweek Value by the number of Workweeks worked by each individual PAGA Member during the PAGA Period.

17. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs or any Settlement Class Member to additional

1 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest
2 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
3 Plaintiffs or any Settlement Class Member to any increased retirement, 401K benefits or matching
4 benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in
5 any benefit or compensation plan document that might have been in effect during the Class Period).

6 18. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
7 Approval, Defendants will provide the Class List to the Settlement Administrator.

8 19. Notice by First-Class U.S. Mail.

9 a. Within fourteen (14) calendar days after receiving the Class List from
10 Defendants, the Settlement Administrator will perform a search based on the National Change of
11 Address Database or any other similar services available, such as provided by Experian, for
12 information to update and correct for any known or identifiable address changes, and will mail a Class
13 Notice in English (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class
14 Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the
15 Settlement Administrator.

16 b. With respect to Class Notices that are returned as undeliverable on or before the
17 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
18 trace and re-mail the Class Notice within five (5) calendar days.

19 20. Dispute Regarding Workweeks. Class Members and/or PAGA Members will have an
20 opportunity to dispute the number of Workweeks to which they have been credited, as reflected in
21 their respective Class Notices. In order to dispute Workweeks, Class Members must submit a written
22 letter to the Settlement Administrator that: (a) contains the case name and number of the Action, (b) is
23 signed by the Class Member and/or PAGA Member, (c) contains the full name, address, telephone
24 number, and the last four digits of the Social Security Number of the disputing Class Member and/or
25 PAGA Member, (d) clearly states that the Class Member and/or PAGA Member disputes the number
26 of Workweeks credited to him or her and what he or she contends is the correct number to be credited
27 to him or her, (e) includes information and/or attaches documentation demonstrating that the number
28 of Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned

by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the mailing envelope on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member and/or PAGA Member, Defendants' records will be presumed correct and determinative of the dispute. However, if a Class Member and/or PAGA Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member and/or PAGA Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

21. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and, if applicable, the Individual PAGA Payments by way of Individual PAGA Payment check to the PAGA Members, in accordance with this Settlement Agreement. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). Each Settlement check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks or Individual PAGA Payment checks. All Settlement Class Members and PAGA Members shall be bound by the terms and conditions of this Settlement Agreement regardless of whether they cash or otherwise negotiate their Individual Settlement Payment check and/or Individual PAGA Payment check or not.

1 22. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
2 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
3 Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the
4 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been
5 timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
6 Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who
7 have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the
8 Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for
9 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
10 validly requests to be excluded from the Class Settlement will not be a Settlement Class Member and
11 will not have any right to object, appeal, or comment on the Class Settlement; however, if the Class
12 Member worked during the PAGA Period, he or she will be a PAGA Member, will still receive an
13 Individual PAGA Payment, and will be bound by the PAGA Settlement regardless of whether he or
14 she has submitted a timely and valid Request for Exclusion.

15 23. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
16 Member who does not affirmatively request exclusion from the Class Settlement by submitting a
17 timely and valid Request for Exclusion (i.e., Settlement Class Members) will be bound by all of the
18 terms of the Settlement Agreement, including and not limited to those pertaining to the Released
19 Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the
20 Settlement.

21 24. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
22 Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must
23 submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or
24 before the Response Deadline. The Notice of Objection must be signed by the Settlement Class
25 Member and contain all information required by this Settlement Agreement. The postmark date will
26 be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will
27 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to
28 object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement

Class Members may also present their objection orally at the Final Approval Hearing, regardless of whether they submitted a written objection.

25. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members and/or PAGA Members who have submitted a dispute of Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any entity regarding inclusion in the Class and/or Settlement.

26. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

27. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual PAGA Payment will be allocated as penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The Settlement Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check. The employer's share of taxes and contributions on the wages portion of Individual Settlement Shares will be paid separately and in addition to the Total Settlement Amount.

///

1 28. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, and Class
3 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
4 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
5 payroll taxes, contributions, and withholdings to the appropriate government authorities.

6 29. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
7 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
8 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs and
9 Settlement Class Members understand and agree that Plaintiffs and Settlement Class Members will be
10 solely responsible for correctly characterizing any compensation received under the Settlement on
11 his/her personal income tax returns and paying any and all taxes due for any and all amounts paid to
12 them under the Settlement.

13 30. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
14 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
15 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
16 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
17 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
18 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
19 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
20 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
21 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
22 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
23 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
24 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
25 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
26 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
27 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
28 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY

1 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
2 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
3 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
4 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
5 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
6 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
7 BY THIS SETTLEMENT AGREEMENT.

8 31. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
9 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
11 of action or right herein released and discharged.

12 32. Release of Claims by all Settlement Class Members. Upon the Effective Date and full
13 funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a timely
14 and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally,
15 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
16 Released Class Claims that he or she may have or had. In addition, all PAGA Members will be
17 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
18 discharged the Released Parties of all Released PAGA Claims irrespective of whether they have
19 submitted a Request for Exclusion.

20 33. General Release of Claims by Hernandez and by Sohal. In addition, upon the Effective
21 Date and full funding of the Total Settlement Amount, Hernandez and Sohal will each be deemed to
22 have fully released and discharged the Released Parties of and from all claims arising from his
23 employment with Defendants, separation of employment from Defendants, and any acts that have or
24 could have been asserted in any legal action or proceeding against Defendants, whether known or
25 unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising
26 under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII
27 of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations
28 Act, California Corporations Code, California Business and Professions Code, Orders of the California

1 Industrial Welfare Commission, California Fair Employment and Housing Act, California Constitution
2 (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation,
3 wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical
4 expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the
5 date on which the Settlement is executed. With respect to those claims released by Hernandez and Sohal
6 in an individual capacity, Plaintiffs each acknowledge and waive any and all rights and benefits
7 available under California Civil Code Section 1542, which provides:

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

11 Hernandez and Sohal each understand and agrees that claims or facts in addition to or different from
12 those which are now known or believed by him to exist may hereafter be discovered. Hernandez and
13 Sohal each intend to settle fully and release all claims he now has against the Released Parties, whether
14 known or unknown, suspected or unsuspected. The Enhancement Payments will be paid to Hernandez
15 and Sohal specifically in exchange for the general release of the Released Parties from all claims,
16 including those specified in this paragraph and a covenant not to sue the Released Parties.
17 Notwithstanding the above, the general releases by Hernandez and Sohal shall not extend to claims for
18 workers' compensation benefits, claims for unemployment benefits, or other claims that may not be
19 released by law.

20 34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

21 Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for
22 Plaintiffs' Motion for Preliminary Approval of the Settlement, which Class Counsel will be
23 responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion.
24 Class Counsel will provide Defendants' Counsel a draft of the Preliminary Approval Motion before
25 the filing deadline. Defendants agree not to oppose the Motion for Preliminary Approval of the
26 Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the
27 entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties,
28 seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as representatives of the Class;
- d. Preliminarily appointing Plaintiff's Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by first class mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members and PAGA Members.

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the Final Approval Motion before the filing deadline. By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payments to Plaintiffs;
- e. Directing Defendants to fund all amounts due under the Settlement Agreement;

1 and

2 f. Entering judgment in the Actions while maintaining continuing jurisdiction, in
3 conformity with California Rule of Court 3.769 and the Settlement Agreement.

4 36. Termination or Revocation of Settlement.

5 a. If five percent (5%) or more of the Class Members submit timely and valid
6 Requests for Exclusion, Defendants may elect to rescind the Settlement Agreement. Defendants must
7 exercise this right of rescission in a writing that is provided to Class Counsel within twenty-one (21)
8 calendar days of the Response Deadline. If Defendants exercise this option, Defendants shall pay any
9 costs of settlement administration owed to the Settlement Administrator incurred up to that date.

10 b. If the Court finds the Total Settlement Amount to be insufficient to warrant
11 Preliminary Approval or Final Approval of the Settlement, Defendants may, at their election, rescind
12 the Settlement Agreement and all actions taken in furtherance of it will thereby be null and void.
13 Defendants must exercise this right of rescission in a writing that is provided to Class Counsel.

14 37. Effects of Termination of the Settlement. Termination of the Settlement Agreement
15 shall have the following effects, except as otherwise specifically provided herein:

16 a. The Settlement Agreement shall be void and shall have no force or effect, and no
17 Party shall be bound by any of its terms;

18 b. In the event the Settlement Agreement is terminated, Defendants shall have no
19 obligation to make any payments to any Party, Class Member or attorney, except that the terminating
20 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
21 Administrator is notified that the Settlement has been terminated;

22 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
23 any order certifying the Class, shall be vacated;

24 d. The Settlement Agreement and all negotiations, statements and proceedings
25 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
26 restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

27 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
28 statements, or filings in furtherance of the Settlement (including all matters associated with the

mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

38. Escalator Clause. Defendants represent that, for the period of August 16, 2017 to September 27, 2023, there were approximately 48,350 Workweeks. If it is determined that the total number of Workweeks during the Class Period exceeds 48,350 by more than ten percent (10%), at Defendants' election, either (a) the Net Settlement Amount will be increased on a pro rata basis per Pay Period or Workweek exceeding the 10% increase (i.e. if the number increases by 11%, the Net Settlement Amount will be increased by 1%), or (b) Defendants may elect to have the Class Release Period and the PAGA Release Period end on the date when the 10% threshold is reached.

39. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

40. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

41. Limitation on Publicity. Plaintiffs and Class Counsel will not make any public disclosure of the Settlement or discuss the Settlement or this Settlement Agreement with anyone other than those necessary to effectuate the filing of the Motion for Preliminary Approval. Prior to and following Preliminary Approval of the Settlement, Plaintiffs and Class Counsel will not have any communications with any media other than to direct any media inquiries to the public records of the Actions on file with the Court and will not publicize the Settlement, including on social media. Class Counsel further agrees not to use the settlement of the Actions or any of its terms for any marketing or promotional purposes, and agrees not to identify the Defendants by name on their website or for

1 purposes of advertising. Nothing herein will restrict Class Counsel from including publicly available
2 information regarding this settlement in future judicial submissions regarding Class Counsel's
3 qualifications and experience. Furthermore, Plaintiffs and Class Counsel will undertake any and all
4 disclosures required to be made to the LWDA in conformity with PAGA.

5 42. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
6 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
7 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil
8 Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written
9 agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic
10 evidence, and the Parties agree that no such extrinsic oral or written representations or terms will
11 modify, vary, or contradict the terms of this Settlement Agreement.

12 43. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
13 the Actions (including with respect to California Code of Civil Procedure section 583.310), except
14 such proceedings necessary to implement and complete the Settlement Agreement, pending the Final
15 Approval Hearing to be conducted by the Court.

16 44. Waiver and Amendment. The Parties may not waive, amend, or modify any provision
17 of this Settlement Agreement except by written agreement signed by counsel for all Parties, and
18 subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement
19 Agreement will not constitute a waiver of any other provision.

20 45. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
22 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
23 pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents
24 required to effectuate the terms of this Settlement Agreement. The Parties warrant that they
25 understand and have full authority to enter into this Settlement Agreement, and further intend that this
26 Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be
27 admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any
28 mediation confidentiality provisions that otherwise might apply under state or federal law.

1 46. Signatories. It is agreed that because the members of the Class are so numerous, it is
2 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
3 Notice will advise all Class Members of the binding nature of the release of claims under the
4 Settlement.

5 47. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
6 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 48. California Law Governs. All terms of this Settlement Agreement and attached exhibits
8 hereto will be governed by and interpreted according to the laws of the State of California.

9 49. Execution and Counterparts. This Settlement Agreement is subject only to the
10 execution of all Parties. However, the Settlement Agreement may be executed in one or more
11 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
12 copies of the signature page, will be deemed to be one and the same instrument.

13 50. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
14 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
15 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
16 account all relevant factors, present and potential. The Parties further acknowledge that they are each
17 represented by competent counsel and that they have had an opportunity to consult with their counsel
18 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator
19 may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the
20 Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the
21 Settlement is objectively fair and reasonable.

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

26 52. Plaintiffs' Waiver of Right to Be Excluded. Hernandez and Sohal each agree to sign this
27 Settlement Agreement and, by signing this Settlement Agreement, each of them is hereby bound by its
28 terms.

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

15 54. Captions. The captions and paragraph numbers in this Settlement Agreement are
16 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or
17 intent of the provisions of this Settlement Agreement.

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

24 56. Representation by Counsel. The Parties acknowledge that they have been represented
25 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
26 that this Settlement Agreement has been executed with the consent and advice of counsel, and
27 reviewed in full.

28 ///

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

58. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

59. Posting of the Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Judgment on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

61. Integration Clause. This Settlement Agreement 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.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF ALEXANDER HERNANDEZ

Dated: 03/13/2024, 2024

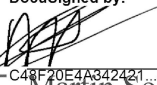
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Alexander Hernandez, Plaintiff

PLAINTIFF MARTIN SOHAL

Dated: 3/13/2024, 2024

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Martin Sohal, Plaintiff

**DEFENDANTS CHEP SERVICES, LLC AND
BRAMBLES USA, LLC**

Dated: _____, 2024

Full Name: _____

Title: _____
On behalf of CHEP Services, LLC and Brambles USA,
LLC

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

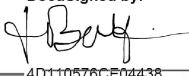
Dated: _____, 2024

Arby Aiwazian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiff Alexander Hernandez and Proposed
Class Counsel

MOSS BOLLINGER LLP

Dated: 3/13/2024, 2024

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Jeremy Bollinger
Attorneys for Plaintiff Martin Sohal and Proposed Class
Counsel

BAKER & HOSTETLER LLP

Dated: _____, 2024

Sabrina L. Shadi
Attorneys for Defendants CHEP Services, LLC and
Brambles USA, LLC

PLAINTIFF MARTIN SOHAL

Dated: _____, 2024

Martin Sohal, Plaintiff

DEFENDANTS CHEP SERVICES, LLC AND
BRAMBLES USA, INC.

Dated: March 11, 2024



Full Name: Craig Costantino

Title: Controller
On behalf of CHEP Services, LLC and Brambles USA,
~~LLC~~ Inc. *SLG*

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: _____, 2024

Arby Aiwazian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiff Alexander Hernandez and Proposed
Class Counsel

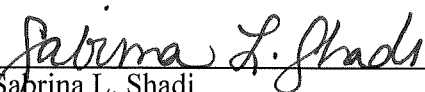
MOSS BOLLINGER LLP

Dated: _____, 2024

Jeremy Bollinger
Attorneys for Plaintiff Martin Sohal and Proposed Class
Counsel

BAKER & HOSTETLER LLP

Dated: 3/12/24, 2024



Sabrina L. Shadi
Attorneys for Defendants CHEP Services, LLC and
Brambles USA, Inc.

PLAINTIFF MARTIN SOHAL

Dated: _____, 2024

Martin Sohal, Plaintiff

**DEFENDANTS CHEP SERVICES, LLC AND
BRAMBLES USA, LLC**

Dated: _____, 2024

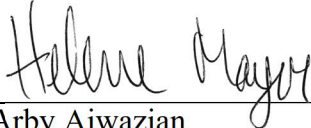
Full Name: _____

Title: _____
On behalf of CHEP Services, LLC and Brambles USA,
LLC

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: March 13, 2024



Arby Aiwezian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiff Alexander Hernandez and Proposed
Class Counsel

MOSS BOLLINGER LLP

Dated: _____, 2024

Jeremy Bollinger
Attorneys for Plaintiff Martin Sohal and Proposed Class
Counsel

BAKER & HOSTETLER LLP

Dated: _____, 2024

Sabrina L. Shadi
Attorneys for Defendants CHEP Services, LLC and
Brambles USA, LLC