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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

CHRISTOPHER LUQUE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

GLOVIS AMERICA, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 56-2021-00550720-CU-OE-VTA

CLASS ACTION

Assigned for All Purposes To:
Hon. Jeffrey G. Bennett
Dept.: 21

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: February 11, 2021
Trial Date: None Set

1 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
2 Agreement”) is made and entered into by and between Plaintiffs Christopher Luque and Cristanos
3 Rascon (“Plaintiffs” or “Class Representatives”), individually, and on behalf of all others similarly
4 situated, and Defendant Glovis America, Inc., a California corporation (“Defendant”) (collectively
5 with Plaintiffs, the “Parties”).

6 DEFINITIONS

7 The following definitions are applicable to this Settlement Agreement.

8 Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 9 1. “Action” means *Christopher Luque v. Glovis America, Inc., et al.*, Ventura
10 County Superior Court Case No. 56-2021-00550720-CU-OE-VTA.
- 11 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the
12 Court for Class Counsel’s litigation and resolution of this Action.
- 13 3. “Class Counsel” means Douglas Han, Shunt Tatavos-Gharajeh, and Jason
14 Rothman of Justice Law Corporation.
- 15 4. “Class List” means a complete list of all Class Members that Defendant will
16 diligently and in good faith compile from its records and provide to the Settlement
17 Administrator within fifteen (15) calendar days after Preliminary Approval of this Settlement.
18 The Class List will be formatted in Microsoft Office Excel and will include the following
19 information from Defendant’s records: each Class Member’s full name; last-known mailing
20 address; Social Security number; and respective number of Workweeks and/or dates of
21 employment as a non-exempt employee in California during the Class Period.
- 22 5. “Class Member(s)” or “Settlement Class” means all current and former hourly-
23 paid or non-exempt employees of Defendant within the State of California, who are not parties
24 to an arbitration agreement with Defendant, during the time period of February 11, 2017
25 through January 19, 2022. “Class Members” shall not include any person who submits a timely
26 and valid request for exclusion. Defendant estimates that there are approximately ninety (90)
27 Class Members.

1 6. “PAGA Member(s)” or “Settlement PAGA Members” means as all current and
2 former hourly-paid or non-exempt employees of Defendant within the State of California,
3 during the time period of November 11, 2020 through January 19, 2022. Defendant estimates
4 that there are approximately two hundred and twenty (220) PAGA Members

5 7. “Class Period” means the period from February 11, 2017, through January 19,
6 2022.

7 8. “PAGA Period” means the period from November 11, 2020, through January
8 19, 2022.

9 9. “Class Representatives Enhancement Payments” means the amount approved
10 by the Court to be paid to Plaintiffs in recognition for their contribution to the Action on behalf
11 of Class Members and PAGA Members.

12 10. “Court” means the Superior Court of California, County of Ventura.

13 11. “Defendant” means Glovis America, Inc., a California corporation.

14 12. “Effective Date” will be the last to occur of the following: (i) the date of final
15 affirmance of the Judgment on an appeal, the expiration of the time for, or the denial of, a
16 petition to review the Judgment, or if review is granted, the date of final affirmance of the
17 Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal
18 from the Judgment or the final dismissal of any proceeding to review the Judgment, provided
19 that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or
20 withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in
21 a form substantially identical to the form of the Final Approval Order entered by the Court, and
22 the time to petition for review with respect to any appellate decision affirming the Final
23 Approval Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) calendar day after
24 the Court enters final approval of the Settlement and the Judgment approving this Settlement
25 Agreement.

26 13. “Individual Settlement Payment” means each Class Member’s and PAGA
27 Member’s share of the Net Settlement Amount.

1 14. “Maximum Settlement Amount” is the amount of Two Hundred and Twenty-
2 Two Thousand Dollars and Zero Cents (\$222,000.00), which is the maximum amount to be
3 paid by Defendant pursuant to this Settlement Agreement. The Maximum Settlement Amount
4 includes all Individual Settlement Payments to Class Members and PAGA Members, the Class
5 Representatives Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to Class
6 Counsel, the Settlement Administration Costs to the Settlement Administrator, the Class
7 Members’ share of any employment taxes, and the PAGA Payment as specified in this
8 Agreement. Defendant shall pay the employer’s share of payroll taxes due on the portion of
9 Settlement Payments allocated to wages separately and in addition to the Maximum Settlement
10 Amount. The Parties agree that Defendant will have no obligation to pay any amount in
11 connection with this Settlement Agreement apart from the Maximum Settlement Amount and
12 the employer’s share of payroll taxes due on the portion of Settlement Payments allocated to
13 wages, and that none of the Maximum Settlement Amount will revert to Defendant.

14 15. “Net Settlement Amount” means the Maximum Settlement Amount, less the
15 Class Representatives Enhancement Payments, Attorneys’ Fees and Costs, the Class Members’
16 share of any employment taxes, Settlement Administration Costs, and seventy-five percent
17 (75%) of the PAGA Payment as specified in this Agreement.

18 16. “Objection” means any written objection to this Settlement filed with the Court
19 and sent by a Class Member to the Settlement Administrator as specified herein and in the
20 Notice of Settlement. An Objection to Settlement must be filed and sent to the Settlement
21 Administrator within the time limitations set forth in this Stipulation.

22 17. “Operative Complaint”. On or about February 11, 2021, Plaintiff Christopher
23 Luque filed a putative class action in the Ventura County Superior Court, Case No. 56-2021-
24 00550720-CU-OE-VTA, against Defendant, alleging the following claims: (1) Violation of
25 California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor
26 Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor
27 Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194
28 and 1197 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202

1 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Non-
2 Compliant Wage Statements); (7) Violation of California Labor Code §§ 2800 and 2802
3 (Unreimbursed Business Expenses); and (8) Violation of California Business & Professions
4 Code §§ 17200, et seq. (“Complaint”). On or about November 11, 2021, Plaintiff Cristanos
5 Rascon submitted to the Labor & Workforce Development Agency (“LWDA”) a notice
6 intending to pursue a representative claim under the Private Attorneys General Act (“PAGA”)
7 against Glovis and its affiliates, managers, members, subsidiaries, parents, and their
8 shareholders, officers, directors and employees, and any individual, owner, officer or managing
9 agent of Glovis, premised on alleged violations of law, including but not limited to, California
10 Labor Code sections 201-204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a),
11 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 and applicable IWC Wage
12 Orders. (“Rascon PAGA Action.”). Upon the expiration of the notice period to the LDWA,
13 which will be on or around January 15, 2022, and assuming the LWDA does not intervene in
14 the Rascon PAGA Action, Plaintiff Christopher Luque will file a First Amended Complaint to
15 add Plaintiff Cristanos Rascon as a Plaintiff to the Complaint and will allege all claims and
16 theories of liability that were alleged or could have been alleged in the Rascon PAGA Action.
17 Plaintiffs shall submit the proposed First Amended Complaint to Defendant’s counsel for
18 review and approval prior to filing and shall not file it without such approval. The First
19 Amended Complaint will be filed within 10 days of the expiration of the PAGA letter.
20 Defendant’s original Answer to the Action, filed on April 8, 2021, will be deemed to apply to
21 Plaintiffs’ First Amended Complaint. For purposes of this Settlement Agreement, the First
22 Amended Complaint will be referred to as the “Operative Complaint.”

23 18. “Notice of Class Action Settlement” means the notice of settlement, attached as
24 Exhibit A, to be mailed to all members of the Settlement Class upon Preliminary Approval.

25 19. “PAGA” means the California Labor Code Private Attorneys General Act of
26 2004.

1 20. “PAGA Payment” means the payment made hereunder to the California Labor
2 and Workforce Development Agency and the Settlement PAGA Members for settlement of
3 claims for civil penalties under PAGA.

4 21. “Parties” means Plaintiffs and Defendant collectively.

5 22. “Plaintiffs” means Christopher Luque and Cristanos Rascon.

6 23. “Preliminary Approval” means the Court order granting preliminary approval of
7 the Settlement Agreement.

8 24. “Released Claims” means all causes of action and factual or legal theories that
9 were alleged in the Operative Complaint or that could have been alleged against Defendant
10 based on the facts contained in the Operative Complaint or otherwise asserted in the Action,
11 including all of the following claims for relief: (a) failure to pay all regular wages, minimum
12 wages and overtime wages due; (b) failure to provide proper meal and rest periods, and to
13 properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or
14 properly formatted wage statements; (d) waiting time penalties; (e) failure to reimburse
15 business expenditures, (f) unfair business practices that could have been premised on the
16 claims, causes of action or legal theories of relief described above or any of the claims, causes
17 of action or legal theories of relief pleaded in the Operative Complaint; (g) any other claims or
18 penalties under the California Labor Code or other wage and hour laws pleaded in the Action,
19 including but not limited to California Labor Code Sections 201-204, 205.5, 210, 218.5, 221,
20 226, 226(a), 226(g), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1021.5,
21 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and applicable IWC Wage Orders; (h) all
22 damages, penalties, interest and other amounts recoverable under said claims, causes of action
23 or legal theories of relief, and, exclusively to PAGA Members, (i) all claims under the
24 California Labor Code Private Attorneys General Act of 2004 that could have been premised on
25 the claims, causes of action or legal theories described above or any of the claims, the letter to
26 the LWDA dated November 11, 2021 (“PAGA Released Claims”), and causes of action or legal
27 theories of relief pleaded in the Operative Complaint or otherwise asserted in the Action.

1 25. “Released Parties” means Defendant, and their past, present and/or future,
2 direct and/or indirect, owners, officers, directors, members, managers, employees, agents,
3 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
4 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, legal
5 representatives, and joint venturers.

6 26. “Request for Exclusion” means a timely written request by a Class Member to
7 be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
8 address, and telephone number of the Class Member requesting exclusion; (ii) be signed by the
9 Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class
10 Member does not wish to be included in the Settlement; and (v) be postmarked on or before the
11 Response Deadline.

12 27. “Response Deadline” means the deadline by which Class Members must
13 postmark the Settlement Administrator Requests for Exclusion or Objection to the Settlement.
14 The Response Deadline will be forty-five (45) calendar days from the initial mailing of the
15 Notice of Class Action Settlement by the Settlement Administrator, unless the 45th day falls on
16 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
17 day on which the U.S. Postal Service is open.

18 28. “Settlement Administrator” means ILYM Group, Inc., or any other third-party
19 class action settlement administrator approved by the Parties and the Court for the purposes of
20 administering this Settlement. The Parties each represent that they have no financial interest in
21 the Settlement Administrator or otherwise have a relationship with the Settlement
22 Administrator that could create a conflict of interest.

23 29. “Settlement Administration Costs” includes all costs payable to the Settlement
24 Administrator for administering this Settlement, including, but not limited to, printing,
25 distributing, and tracking notice and other documents for this Settlement, tax reporting,
26 distributing all payments to be made pursuant to this Settlement, and providing necessary
27 reports and declarations, as requested by the Parties. After conference and consultation with the
28

1 Settlement Administrator, \$9,250.00.00 will be allocated to Settlement Administration as a “not
2 to exceed” cost.

3 30. “Pay Periods” means the number of calendar pay periods that the Class
4 Member worked as a non-exempt employee in California during the Class Period.

5 31. “Workweek Value” means the value of each compensable Workweek, as
6 determined by the formula set forth in herein.

7 TERMS OF AGREEMENT

8 Plaintiffs, on behalf of themselves, the Settlement Class, the Settlement PAGA
9 Members, and Defendant agree as follows:

10 32. Funding of the Maximum Settlement Amount. No later than 15 calendar days
11 after the Effective Date, Defendant will deposit Two Hundred and Twenty-Two Thousand
12 Dollars and Zero Cents (\$222,000.00) into a Qualified Settlement Fund administered by the
13 Settlement Administrator. The Maximum Settlement Amount will be used to pay: (i) Individual
14 Settlement Amounts; (ii) the Class Representatives Enhancement Payments; (iii) Attorneys’
15 Fees, Costs, and any other expenses; (iv) the PAGA Payment, and (v) Settlement
16 Administration Costs; and (vi) the Class Members’ share of any employment taxes. Prior to the
17 Effective Date of the Settlement, Defendant will not be required to fund the Settlement, in
18 whole or in part, through the Claims Administrator or any third party.

19 (a): If the number of Class Members and/or PAGA Members estimated by
20 Defendant increases by ten percent (10%), Plaintiffs may request a *pro rata* increase in the
21 Maximum Settlement Amount by any amount in excess of said 10%. If Defendant refuses such
22 a *pro rata* increase to the Maximum Settlement Amount, then Plaintiffs may void the settlement
23 within ten (10) calendar days of learning of such *pro rata* increase. If Defendant refuses such
24 *pro rata* increase then Defendant will be liable for all Settlement Administrator costs incurred
25 to date.

26 33. Attorneys’ Fees and Costs. Class Counsel will seek an award of Attorneys’ Fees
27 and Costs of not more than Eighty-Four Thousand Dollars, Three Hundred and Sixty Dollars
28 and Zero Cents (\$84,360.00) in attorney’s fees and not more than Twenty Thousand Dollars and

1 Zero Cents (\$20,000.00) in costs, and Defendant agrees not to oppose such application. All
2 Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. The amounts
3 awarded by the Court shall be binding on the Parties and shall not otherwise affect the validity
4 of the Settlement. Plaintiffs and Class Counsel will not have the right to revoke this Settlement
5 in the event the Court fails to approve the amount of Attorneys' Fees and Costs sought by Class
6 Counsel. Should the Court approve a lesser amount of Attorney Fees and Costs, the difference
7 will be added to the Net Settlement Amount.

8 34. Class Representatives Enhancement Payments. Plaintiffs will apply to the Court
9 for their respective Class Representative Enhancement Payment of not more than Ten Thousand
10 Dollars and Zero Cents (\$10,000.00) each (i.e., \$10,000.00 for Plaintiff Christopher Luque and
11 \$10,000.00 for Cristanos Rascon), for their effort and work in prosecuting the Action on behalf
12 of Class Members and PAGA Members in exchange for a general release of all claims, and
13 Defendant agrees not to oppose such application. This amount will be considered non-wage
14 damages and will be reported on an IRS Form 1099. The Class Representative Enhancement
15 Payments, which will be paid from the Maximum Settlement Amount, will be in addition to
16 Plaintiffs' right to an Individual Settlement Payment pursuant to the Settlement. Plaintiffs will be
17 solely and legally responsible to pay any and all applicable taxes on the payments made pursuant
18 to this paragraph and will hold Defendant harmless from any claim or liability for taxes,
19 penalties, or interest arising as a result of the payments. Plaintiffs will not have the right to
20 revoke this Settlement in the event the Court fails to approve the amount sought by Plaintiffs as a
21 Class Representative Enhancement Payment. Any portion of the Class Representative
22 Enhancement Payments not awarded to the Class Representatives will be added to the Net
23 Settlement Amount.

24 35. Settlement Administration Costs. The Settlement Administrator will be paid for
25 the reasonable costs of administration of the Settlement and distribution of payments. These
26 costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the
27 required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,
28 preparing and distributing Notices of Class Action Settlement, calculating and distributing all

1 payments to be made pursuant to the Settlement, and providing necessary reports and
2 declarations. Class Counsel has obtained a “not to exceed” quote from the Settlement
3 Administrator to complete the administration for \$9,250.00. The Settlement Administrator’s
4 “not to exceed” quote will represent the Settlement Administrator’s agreement that, based on
5 the class size and distributions under the terms of this Settlement, the costs for administration
6 of the terms of this Settlement will not exceed the specified amount. All of the Settlement
7 Administration Costs shall be paid from the Maximum Settlement Amount, upon completion of
8 all duties required to be performed by the Settlement Administrator under the terms of this
9 Settlement, or as otherwise required by the Court. The Settlement Administrator will establish
10 the Qualified Settlement Fund Account.

11 36. PAGA Payment. Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)
12 shall be allocated from the Maximum Settlement Fund for settlement of claims for civil
13 penalties under PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of
14 such \$25,000.00 PAGA Payment, or \$18,750.00, to the LWDA, and twenty-five (25%) of the
15 \$25,000.00 PAGA Payment, or \$6,250.00, will be included in the Net Settlement Amount and
16 distributed to Settlement PAGA Members as described in this Agreement. Each Settlement
17 PAGA Member’s pro rata share of that \$6,250.00 will be part of his or her Individual
18 Settlement Payment.

19 37. Individual Class Members Settlement Payment Calculations. Individual
20 Settlement Payments will be calculated and apportioned from the Net Settlement Amount based
21 on the number of Workweeks a Class Member worked during the Class Period as a non-exempt
22 employee in California. Specific calculations of Individual Settlement Payments will be made
23 as follows:

24 (a). The Settlement Administrator will calculate the total number of
25 Workweeks worked by each Class Member as a non-exempt employee in California during the
26 Class Period and the aggregate total number of Workweeks worked by all Class Members as
27 non-exempt employees in California during the Class Period.

1 (b). To determine each Class Member's estimated "Individual Settlement
2 Payment," the Settlement Administrator will use the following formula: The Net Settlement
3 Amount will be divided by the aggregate total number of Workweeks, resulting in the
4 Workweek Value. Each Class Member's "Individual Settlement Payment" will be calculated by
5 multiplying each individual Class Member's total number of Workweeks by the Workweek
6 Value.

7 (c). The entire Net Settlement Amount will be disbursed as Individual
8 Settlement Payments to Class Members. If there are any valid and timely Requests for
9 Exclusion from members of the Settlement Class, the Settlement Administrator shall
10 proportionately increase the Individual Settlement Payment for each Class Member according
11 to the number of Workweeks worked, so that the amount actually distributed to the Settlement
12 Class equals 100% of the Net Settlement Amount.

13 38. Individual PAGA Member Settlement Payment Calculations. Individual
14 Settlement Payments will be calculated and apportioned from the PAGA Payment amount
15 based on the number of Pay Periods a PAGA Member worked during the PAGA Period as a
16 non-exempt employee in California. Specific calculations of PAGA Individual Settlement
17 Payments will be made as follows:

18 (a). The Settlement Administrator will calculate the total number of Pay
19 Periods worked by each PAGA Member as a non-exempt employee in California during the
20 PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members as
21 non-exempt employees in California during the PAGA Period ("Pay Period Value").

22 (b). To determine each PAGA Members estimated "Individual Settlement
23 Payment," the Settlement Administrator will use the following formula: The PAGA Payment
24 amount's portion allocated to the PAGA Period will be divided by the aggregate total number of
25 Pay Periods within the PAGA Period, resulting in the Pay Period Value. Each PAGA Member's
26 "Individual Settlement Payment" will be calculated by multiplying each individual PAGA
27 Member's total number of Pay Periods by the Pay Period Value.

1 (c). The entire PAGA Payment amount will be disbursed as Individual
2 Settlement Payments to PAGA Members. PAGA Members will not be able to opt out or request
3 exclusion from the settlement. For those Class Members who are also PAGA Members, they
4 will not be able to opt out or request exclusion from their Individual Settlement Amount
5 allocation of the PAGA Amount.

6 39. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
7 Class Members and PAGA Members under this Settlement, as well as any other payments made
8 pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
9 benefit plans to which any Class Members and/or PAGA Members may be eligible, including,
10 but not limited to: (i) profit-sharing plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock
11 purchase plans, (v) vacation plans, (vi) sick leave plans, (vii) PTO plans, and (viii) any other
12 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
13 any rights, contributions, or amounts to which any Class Members and/or PAGA Members may
14 be entitled under any benefit plans.

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

18 41. Delivery of the Class List. Within fifteen (15) calendar days of entry of the
19 Court's Order Granting Preliminary Approval, Defendant will provide the Class List to the
20 Settlement Administrator. This Class List will also be used to identify the PAGA Members
21 within the PAGA Period. In no event will this information ever be shared with or provided to
22 Class Counsel.

23 42. Notice by First-Class U.S. Mail. Within fifteen (15) business days after
24 receiving the Class List from Defendant, the Settlement Administrator will mail a Notice of
25 Class Action Settlement to all Class Members via regular First-Class U.S. Mail, using the most
26 current, known mailing addresses identified in the Class List.

27 43. Confirmation of Contact Information in the Class List and Undeliverable
28 Notices. Prior to mailing, the Settlement Administrator will perform a search based on the

1 National Change of Address Database for information to update and correct for any known or
2 identifiable address changes. Any Notices of Class Action Settlement returned to the Settlement
3 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
4 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
5 Administrator will indicate the date of such re-mailing on the Notice of Class Action
6 Settlement. If no forwarding address is provided, the Settlement Administrator will promptly
7 attempt to determine the correct address using an Accurint search/skip-trace and will then
8 perform a single re-mailing.

9 44. Notices of Class Action Settlement. All Class Members will be mailed a Notice
10 of Class Action Settlement in both English and Spanish in the form attached as Exhibit A¹, or as
11 provided by Court order.

12 45. Disputed Information on Notices of Class Action Settlement. Class Members
13 will have an opportunity to dispute the information provided in their Notices of Class Action
14 Settlement. To the extent Class Members dispute their Individual Settlement Payment, their
15 employment dates, or the number of Workweeks as set forth on the Notice, Class Members may
16 produce evidence to the Settlement Administrator showing that such information is inaccurate.
17 The Settlement Administrator will advise the Parties of such dispute, allow Defendant five (5)
18 business days to respond with any additional information or records, and then decide the
19 dispute. Defendant's records will be presumed determinative, absent evidence to rebut
20 Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by
21 the Class Member and Defendant and will make the final decision as to the merits of the
22 dispute.

23 (a). Eligible PAGA Members will not be able to exclude themselves from
24 receiving their portion of the PAGA Payment. The Class Notice will inform Eligible PAGA
25 Members that they cannot opt out of the PAGA portion of the settlement and explain that they
26

27 ¹ Only the English version of the Class Notice is being attached to the Stipulation of Class Action Settlement. Once
28 the above entitled case receives Preliminary Approval then the Claim Administrator will translate the Class Notice
also into Spanish.

1 will not be permitted to pursue any action under PAGA against the Released Parties for any
2 claim that arose during the PAGA Period, even if they elect to Opt-Out of the Class Action
3 Settlement.

4 46. Requests for Exclusion. Any Class Member wishing to opt-out from the
5 Settlement Agreement must sign and postmark a written Request for Exclusion to the
6 Settlement Administrator within the Response Deadline. The postmark date will be the
7 exclusive means to determine whether a Request for Exclusion has been timely submitted. The
8 Parties and their counsel will not solicit or encourage any Class Member, directly or indirectly,
9 to opt out of the Settlement Agreement. More specifically, a Class Member may request to be
10 excluded from the effect of this Agreement, and any payment of amounts under this Agreement
11 by timely mailing a Request for Exclusion letter to the Settlement Administrator stating that the
12 Class Member wants to be excluded from this Action. This letter must include the Class
13 Member's name, address, telephone number, and signature. To be valid and timely, the request
14 to be excluded must be postmarked by the Response Deadline date that will be specified in the
15 Class Notice (forty-five (45) days from the initial mailing of the Class Notice by the Settlement
16 Administrator). However, if a Notice of Class Action Settlement needs to be re-mailed then that
17 individual Class Member will be provided fifteen (15) days to object or request exclusion from
18 the settlement from the date of the new mailing. A Class Member who properly submits a valid
19 and timely request to be excluded from the Action will not receive any payment of any kind in
20 connection with this Agreement or this Action, will not be bound by or receive any benefit of
21 this Agreement (except for the portion of the PAGA Payment and corresponding release above),
22 and will have no standing to object to the Settlement. Class Members who do not timely
23 request exclusion will be bound by the releases herein and receive an individual settlement
24 payment ("Participating Class Members"). A request for exclusion must be mailed to the
25 Settlement Administrator at its address to be provided in the Class Notice, and the Settlement
26 Administrator will promptly transmit the requests for exclusion to counsel for the parties.

27 47. Defective Submissions. If a Class Member's Request for Exclusion is defective
28 as to the requirements listed herein, that Class Member will be given an opportunity to cure the

1 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three
2 (3) business days of receiving the defective submission to advise the Class Member that his or
3 her submission is defective and that the defect must be cured to render the Request for
4 Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii)
5 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a
6 revised Request for Exclusion. If the revised Request for Exclusion is not postmarked and
7 mailed within that period, it will be deemed untimely.

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

13 49. Objection Procedures. The Notice shall state that Settlement Class Members
14 who wish to object to the Settlement may do so by a written statement of objection (“Notice of
15 Objection”) mailed by the Response Deadline to the Settlement Administrator. If a Settlement
16 Class Members wishes to submit a written objection, the Objection must be signed by the Class
17 Member and contain all information required by this Settlement Agreement. The postmark date
18 on the envelope will be deemed the exclusive means for determining that the Objection is
19 timely. The Notice of Objection must state: (1) the case name and number; (2) the name of the
20 Settlement Class Member; (3) the address of the Settlement Class Member; (4) the basis for the
21 objection; and (5) whether the Settlement Class Member intends to appear at the Final
22 Approval Hearing. The Settlement Class Member may appear at the Final Approval Hearing
23 even if he does not submit a Notice of Objection and may object orally only with Court
24 approval to do so. The Settlement Administrator will promptly provide any Notices of
25 Objection to the parties’ counsel upon receiving them. Class Counsel will include all objections
26 received and Plaintiff’s response(s) with Plaintiff’s motion for final approval of the Settlement.
27 Settlement Class Members may also have a right to have their objections heard at the Final
28 Approval/Settlement Fairness Hearing, however they will need to adhere to the Court’s

1 COVID-19 protocols which will be outlined in the Class Notice attached hereto as Exhibit A.
2 Class Counsel will not represent any Class Members with respect to any such Objections to this
3 Settlement, and any Class Members who request exclusion from the Settlement will have no
4 standing to object to it.

5 50. Settlement Administrator Reports. The Settlement Administrator will provide
6 Defendant's counsel and Class Counsel a weekly report of the number of Class Members who
7 have submitted valid Requests for Exclusion, Objections, and disputes regarding Pay Periods
8 calculations. Additionally, the Settlement Administrator will provide to counsel for both Parties
9 any updated reports regarding the administration of the Settlement Agreement as needed or
10 requested.

11 51. Distribution and Timing of Payments. Within 30 calendar days of the Effective
12 Date, and after Defendant has fully funded the Qualified Settlement Fund with the Maximum
13 Settlement Amount, the Settlement Administrator will issue payments to: (i) all Class Members
14 who have not submitted a valid and timely Request for Exclusion, including any Class Member
15 whose notice was returned as undeliverable; (ii) all PAGA Members, (iii) Plaintiff; (iv) Class
16 Counsel; and (iv) the LWDA. The Settlement Administrator will also issue a payment to itself
17 for Court-approved services performed in connection with the Settlement. The Settlement
18 Administrator will pay Individual Settlement Payments from the Net Settlement Amount to all
19 Participating Class Members and PAGA Members. The Settlement Administrator will do so by
20 sending a check in the appropriate amount to the Class Member and/or PAGA Member at the
21 address indicated in the list of Class Member names and addresses provided by Defendant, or
22 as subsequently determined by the Settlement Administrator to be correct. Those Class
23 Members who are also PAGA Members will receive two checks, one for their Class Member
24 share and a separate check proportional to their PAGA Member share.

25 52. Un-Cashed Settlement Checks. Class Members and PAGA Members will
26 receive checks for their respective Individual Settlement Payments. Checks will remain
27 negotiable for 180 days ("Check-Cashing Deadline"). Any check not cashed within 180
28

1 calendar days will be void. The funds from the uncashed checks shall be distributed by the
2 Settlement Administrator to the State Controller's Unclaimed Property Fund.

3 Any costs associated with administering the remaining funds under this section (e.g.,
4 bank stop-payment charges, settlement administration costs associated with any reserve
5 amount) or payments to the State Controller's Unclaimed Property Fund will be deducted
6 before the deposit into the State Controller's Unclaimed Property Fund

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

10 54. Allocation of Individual Settlement Payments. All Individual Settlement
11 Payments will be allocated as follows: (a) 20% as wages, (b) 30% as interest, and (b) 50% as
12 penalties. The Settlement Administrator will be responsible for issuing to each claimant a form
13 W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated to penalties
14 and interest.

15 55. Administration of Taxes by the Settlement Administrator. The Settlement
16 Administrator will be responsible for issuing to Plaintiffs, Class Members, PAGA Members,
17 and Class Counsel tax forms as may be required by law for all amounts paid pursuant to this
18 Settlement. The Settlement Administrator will also be responsible for forwarding all taxes and
19 penalties to the appropriate government authorities as may be required by law.

20 56. Tax Liability. Defendant and/or its counsel makes no representation as to the
21 tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Class
22 Members, and PAGA Members are not relying on any statement, representation, or calculation
23 by Defendant and/or its counsel or by the Settlement Administrator in this regard. Plaintiffs,
24 Class Members, and PAGA Members understand and agree that they will be solely responsible
25 for the payment of any taxes and penalties assessed on the payments described herein and will
26 defend, indemnify, and hold Defendant free and harmless from and against any claims resulting
27 from treatment of such payments as non-taxable damages.

1 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
2 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
3 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
4 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
5 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
6 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
7 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
8 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
9 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
10 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
11 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
12 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
13 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
14 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
15 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
16 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
17 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
18 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
19 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
20 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
21 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
22 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
23 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
24 AGREEMENT.

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

1 59. Nullification of Settlement Agreement. In the event that: (i) the Court does not
2 finally approve the Settlement as provided herein; (ii) the Court's final approval of the
3 Settlement is reversed or materially modified on appeal; or (iii) the Settlement does not become
4 final for any other reason, then this Settlement Agreement, and any documents generated to
5 bring it into effect, will be null and void. Any order or judgment entered by the Court in
6 furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

7 60. Preliminary Approval Hearing. Plaintiffs will obtain a date for hearing before
8 the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a
9 Preliminary Approval Order for: (i) conditional certification of the Settlement Class for
10 settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii)
11 setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval
12 Order will provide for the Notice of Class Action Settlement to be sent to all Class Members as
13 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit
14 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
15 proposed Notice of Class Action Settlement.

16 61. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
17 the deadlines to postmark Requests for Exclusion and/or Objections to the Settlement
18 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
19 be conducted to determine the Final Approval of the Settlement Agreement along with the
20 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Representatives
21 Enhancement Payments; (iii) Attorneys' Fees and Costs; (iv) all Settlement Administration
22 Costs; and (v) the Class Members' share of any employment taxes. The Final Approval /
23 Settlement Fairness Hearing will be held no earlier than the date when all deadlines for Class
24 Members to object or exclude themselves have elapsed. Class Counsel will be responsible for
25 drafting all documents necessary to obtain final approval. Class Counsel will also be
26 responsible for drafting the attorneys' fees and costs application to be heard at the final
27 approval hearing.

1 62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
2 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
3 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
4 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
5 of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-
6 Judgment matters as may be appropriate under court rules or as set forth in this Settlement
7 Agreement.

8 63. General Release by Plaintiffs. In exchange for the consideration set forth in this
9 Agreement, Plaintiffs, for themselves, their heirs, successors and assigns, do waive, release,
10 acquit and forever discharge the Released Parties, from any and all claims, actions, charges,
11 complaints, grievances and causes of action, of whatever nature, whether known or unknown,
12 which exist or may exist on Plaintiffs' behalf as of the date of this Settlement Agreement,
13 including but not limited to, the Released Claims, claims that were asserted or could have been
14 asserted in the Operative Complaint or otherwise in the Action, and any and all transactions,
15 occurrences, or matters between the Parties, any and all tort claims, contract claims, wage
16 claims, wrongful termination claims, disability claims, benefit claims, public policy claims,
17 retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion
18 of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all
19 claims arising under any federal, state or other governmental statute, law, regulation or
20 ordinance, including any claims arising under the California Fair Employment and Housing Act
21 (FEHA), the California Labor Code, the Wage Orders of California's Industrial Welfare
22 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
23 Discrimination in Employment Act (ADEA), the Equal Pay Act, the Employee Retirement
24 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Family Rights
25 Act, the Family and Medical Leave Act, the Fair Labor Standards Act (to the maximum extent
26 permitted by law), California's Whistleblower Protection Act, California Business &
27 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state
28 or other governmental statute, law, regulation or ordinance. Plaintiffs specifically acknowledge

1 that they are aware and familiar with the provisions of California Civil Code § 1542 and hereby
2 expressly waive and relinquish any and all claims, rights or benefits that they may have under
3 California Civil Code § 1542, which provides as follows:

4
5 **A GENERAL RELEASE DOES NOT EXTEND TO**
6 **CLAIMS WHICH THE CREDITOR OR**
7 **RELEASING PARTY DOES NOT KNOW OR**
8 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
9 **THE TIME OF EXECUTING THE RELEASE AND**
10 **THAT, IF KNOWN BY HIM OR HER WOULD**
11 **HAVE MATERIALLY AFFECTED HIS OR HER**
12 **SETTLEMENT WITH THE DEBTOR OR**
13 **RELEASED PARTY.**

14 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those
15 which they now know or believe to exist, but they expressly agree to fully, finally and forever
16 settle and release any and all claims against the Released Parties, known or unknown, suspected
17 or unsuspected, contingent or non-contingent, which exist or may exist against Released Parties
18 at the time of execution of this Agreement, including, but not limited to, any and all claims
19 relating to or arising from Plaintiffs' employment with Defendant. The Parties further
20 acknowledge, understand and agree that this representation and commitment is essential to the
21 Agreement and that this Agreement would not have been entered into were it not for this
22 representation and commitment.

23 64. Release by All Settlement Class Members. Plaintiffs and all Class Members
24 who do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his
25 or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully
26 and finally release and discharge the Released Parties from any and all of the Released Claims
27 for the entirety of the Class Period. This waiver and release will be final and binding on the
28 date in which Defendant fully funds the settlement, and will have every preclusive effect
permitted by law. Plaintiffs and the Settlement Class Members may hereafter discover facts or
legal arguments in addition to or different from those they now know or currently believe to be
true with respect to the Released Claims. Regardless, the discovery of new facts or legal
arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of

1 this Agreement, Plaintiffs and the Settlement Class Members shall be deemed to have, and by
2 operation of the final judgment approved by the Court, shall have, fully, finally, and forever
3 settled and released all of the Released Claims. The parties understand and specifically agree
4 that the scope of the release described in this Paragraph is a material part of the consideration
5 for this Agreement; was critical in justifying the agreed upon economic value of this settlement
6 and without it Defendant would not have agreed to the consideration provided; and is narrowly
7 drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the
8 resolution of claims that were or could have been alleged based on the facts, causes of action,
9 and legal theories contained in the Operative Complaint or otherwise asserted in the Action.

10 65. Release by All Settlement PAGA Members: Plaintiffs agree that upon
11 Defendant fully funding the settlement agreement, Plaintiffs and the PAGA Members will
12 release any and all PAGA Released Claims against Defendant that arose during the PAGA
13 Period. Upon Defendant fully funding the settlement agreement, Plaintiffs and the PAGA
14 Members will be forever barred from pursuing any and all of the PAGA Released Claims that
15 arose during the PAGA Period against Defendant.

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

20 67. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or
21 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
22 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
23 person or entity, except potential class members and as shall be contractually required to
24 effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs
25 and Class Counsel agree not to issue press releases, communicate with, or respond to any
26 media or publication entities, publish information in manner or form, whether printed or
27 electronic, on any medium or otherwise communicate, whether by print, video, recording or
28 any other medium, with any person or entity concerning the Settlement, including the fact of

1 the Settlement, its terms or contents and the negotiations underlying the Settlement, except as
2 shall be contractually required to effectuate the terms of the Settlement. However, for the
3 limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions
4 for the limited purpose of showing to the court that the case has settled, Class Counsel may
5 disclose the name of the Parties in this action and the venue/case number of this action (but not
6 any other settlement details) for such purposes. The Parties and their counsel agree that they
7 will not engage in any advertising or distribute any marketing materials specifying any material
8 terms relating to the Settlement, including but not limited to any postings on any websites
9 maintained by Class Counsel.

10 68. No Unalleged Claims. Plaintiffs and Class Counsel represent that they are not
11 currently aware of any: (a) unalleged claims in addition to, or different from, those which are
12 finally and forever settled and released against the Released Parties by this Settlement; and (b)
13 unalleged facts or legal theories upon which any claims or causes of action could be brought
14 against Defendant, except such facts and theories specifically alleged in the Operative
15 Complaint in this Action. Plaintiffs and Class Counsel will further represent that, other than the
16 instant Action, they have no current intention of asserting any other claims against Defendant in
17 any judicial or administrative forum and do not currently know of or represent any persons who
18 have expressed any interest in pursuing litigation or seeking any recovery against Defendant.
19 The Parties acknowledge, understand and agree that the representations described in this
20 paragraph are essential to the Settlement Agreement and that this Settlement Agreement would
21 not have been entered into were it not for this representation.

22 69. Defendant's Option to Revoke Settlement. If, after the Response Deadline, (i)
23 the number of Settlement Class Members who submitted timely and valid written requests for
24 exclusion from the Settlement is at least ten percent (10%) of all Settlement Class Members, or
25 (ii) a number of Class Members whose share of the Net Settlement is 10% or more either opt
26 out of and/or object to the Settlement, or both (i) and (ii), Defendant shall have, in its sole
27 discretion, the option to terminate this Settlement and all actions taken in its furtherance of it
28 will be thereby null and void. If Defendant exercises the option to terminate this Settlement,

1 Defendant shall: (a) provide written notice to Class Counsel within twenty-one (21) calendar
2 days after the Settlement Administrator notifies the Parties of the total number of opt-outs, and
3 (b) pay all Settlement Administration Costs incurred up to the date.

4 70. Entire Agreement. This Settlement Agreement and any attached Exhibits
5 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
6 written or oral agreements may be deemed binding on the Parties.

7 71. Amendment or Modification. This Settlement Agreement may be amended or
8 modified only by a written instrument signed by counsel for all Parties or their successors-in-
9 interest.

10 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
11 warrant and represent they are expressly authorized by the Parties whom they represent to
12 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
13 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
14 execute any other documents required to effectuate the terms of this Settlement Agreement. The
15 Parties and their counsel will cooperate with each other and use their best efforts to effect the
16 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
17 content of any document needed to implement the Settlement, or on any supplemental
18 provisions that may become necessary to effectuate the terms of this Settlement, the Parties
19 may seek the assistance of the Court to resolve such disagreement.

20 73. Binding on Successors and Assigns. This Settlement Agreement will be binding
21 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
22 defined.

23 74. California Law Governs. All terms of this Settlement Agreement and Exhibits
24 hereto will be governed by and interpreted according to the laws of the State of California.

25 75. Execution and Counterparts. This Settlement Agreement is subject only to the
26 execution of all Parties. However, the Settlement may be executed in one or more counterparts.
27 All executed counterparts and each of them, including facsimile and scanned copies of the
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signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

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

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

78. Failure to Approve. If, for any reason, the Settlement is not approved, this Joint Stipulation of Class Action Settlement will have no force or effect.

79. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a

1 proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions
2 will not be offered or received as evidence in any action or proceeding to establish (i) any
3 liability or admission on the part of Defendant; (ii) the existence of any condition constituting a
4 violation of, or a non-compliance with, federal, state, local or other applicable law; or (iii) that
5 a class should be certified as Plaintiffs proposes.

6 80. Waiver. No waiver of any condition or covenant contained in this Settlement or
7 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
8 constitute a further waiver by such party of the same or any other condition, covenant, right or
9 remedy.

10 81. Mutual Preparation. The Parties have had a full opportunity to negotiate the
11 terms and conditions of this Settlement. Accordingly, this Settlement Agreement will not be
12 construed more strictly against one party than another merely by virtue of the fact that it may
13 have been prepared by counsel for one of the Parties. It being recognized that, because of the
14 arms-length negotiations between the Parties, all Parties have contributed to the preparation of
15 this Settlement Agreement.

16 82. Representation By Counsel. The Parties acknowledge that they have been
17 represented by counsel throughout all negotiations that preceded the execution of this
18 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
19 and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are
20 no liens on the Settlement Agreement.

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

23 84. Cooperation and Execution of Necessary Documents. All Parties will cooperate
24 in good faith and execute all documents to the extent reasonably necessary to effectuate the
25 terms of this Settlement Agreement.

26 85. Binding Agreement. The Parties warrant that they understand and have full
27 authority to enter into this Settlement, and further intend that this Settlement will be fully
28 enforceable and binding on all Parties and agree that it will be admissible and subject to

1 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
2 provisions that otherwise might apply under federal or state law.

3 **SO AGREED AND STIPULATED**

4

5

PLAINTIFF

6

7 Dated: 02/07/2022



Christopher Luque

8

9

PLAINTIFF

10

11 Dated: _____

Cristanos Rascon

12

13

DEFENDANT

14

15 Dated: _____

By: Bong Jeong (Bryan) Ko
Title: President and Chief Executive Officer

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[SIGNATURES CONTINUE ON NEXT PAGE]

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disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

SO AGREED AND STIPULATED

PLAINTIFF

Dated: _____

Christopher Luque

PLAINTIFF

Dated: 02/07/2022



Cristanos Rascon

DEFENDANT

Dated: 2/23/2022



By: Bong Jeong (Bryan) Ko
Title: President and Chief Executive Officer

[SIGNATURES CONTINUE ON NEXT PAGE]

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JUSTICE LAW CORPORATION.

DATED: February 7, 2022

By 
Douglas Han
Shunt Tatavos-Gharajeh
Jason Rothman
Attorneys for Plaintiffs Christopher Luque
and Cristanos Rascon, and all others similarly
situated

CDF LABOR LAW LLP

DATED: February 23, 2022

By 
Marie D. DiSante
Attorneys for Defendant, Glovis America,
Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Christopher Luque v Glovis America, Inc., et al.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Ventura (the "Court" or "Ventura County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Christopher Luque and Cristanos Rascon ("Plaintiffs") and Defendant Glovis America, Inc. ("Defendant"), was granted on **Preliminary Approval Date**, in the case entitled *Christopher Luque v Glovis America, Inc., et al*, Ventura County Superior Court Case No. 56-2021-00550720-CU-OE-VTA, which may affect your legal rights.

If you are a Class Member, you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the settlement (in which case you will not receive payment under the settlement), object to the settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

If you are a PAGA Member, you need not take any action to receive a settlement payment and you will not have an option to request exclusion from the settlement.

I. IMPORTANT DEFINITIONS

"Class Member" all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency or labor contractor) of Defendant within the State of California, who are not parties to an arbitration agreement with Defendant, during the time period of February 11, 2017 through January 19, 2022.

"PAGA Member" means all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency or labor contractor) of Defendant within the State of California, during the time period of November 11, 2020 through January 19, 2022.

"Class Period" means the time period from February 11, 2017, through January 19, 2022.

"PAGA Period" means the time period from November 11, 2020, through January 19, 2022.

II. BACKGROUND OF THE ACTION

On or about February 11, 2021, Christopher Luque filed a putative class action in the Ventura County Superior Court, Case No. 56-2021-00550720-CU-OE-VTA, against Defendant, alleging the following claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (8) Violation of California Business & Professions Code §§ 17200, et seq.

On or about November 11, 2021, Cristanos Rascon submitted to the Labor & Workforce Development Agency ("LWDA") a notice intending to pursue a representative claim under the Private Attorneys General Act ("PAGA") against Defendant and its affiliates, managers, members, subsidiaries, parents, and their shareholders, officers, directors and employees, and any individual, owner, officer or managing agent of Defendant, premised on alleged violations of law, including but not limited to, California Labor Code sections 201-204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 and applicable IWC Wage Orders.

On [REDACTED], Plaintiff Christopher Luque amended the complaint to add (i) Cristanos Rascon as an additional named representative and (ii) a cause of action under the PAGA.

Plaintiffs allege that Defendant violated the California Labor Code and California Business and Professions Code with respect to themselves and the Class Members by, *inter alia*, failing to properly pay for all hours worked, failing to provide timely meal and rest breaks or one hour of premium pay in lieu thereof, for failing to reimburse all necessary business expenditures, failing to provide accurate wage statements, and associated waiting time penalties thereby engaging in unfair business practices and owing penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

Defendant denies all of the allegations in the Action or that it violated any law, and contends that at all times it has fully complied with all applicable federal, state, and local laws. Defendant further contends that it paid employees for all time worked, and did so timely, accurately recorded all hours worked, provided California compliant meal and rest periods, provided accurate wage statements, reimbursed any employees for any business expenses which they paid or incurred, and did not engage in unfair business practices. It is Defendant's position that, if litigation continued, class certification would be denied on all claims and/or the claims would be subject to motions for summary adjudication and/or summary judgment. Defendant contends that the theories put forth by the Plaintiffs in the Action are contrary to the facts and that the PAGA claim lacks merit. Defendant further contends that the Plaintiffs are not adequate class representatives, their claims are not typical of the Class Members, and individual issues predominate over common ones.

On November 19, 2021, the Parties participated in one full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action Settlement ("Settlement" or "Settlement Agreement").

On [Preliminary Approval Date], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the settlement ("Settlement Administrator"), Plaintiffs as representatives of the Class ("Class Representative"), and the following law firm as counsel for the Class ("Class Counsel"):

Douglas Han
Shunt-Tatavos-Gharajeh
Jason Rothman
JUSTICE LAW CORPORATION
751 Fair Oaks Avenue, Suite 101
Pasadena, California 91103

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable and adequate, and that the settlement is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total Maximum Settlement Amount is Two Hundred and Twenty-two Thousand Dollars and Zero Cents (\$222,000.00) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the settlement ("Participating Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees in the amount of up to \$84,360.00 and reimbursement of litigation costs and expenses in the amount of up to \$20,000.00 to Class Counsel ("Attorneys' Fees and Costs"); (2) service award to Plaintiff Christopher Luque in the amount of up to \$10,000.00 and a service award to Plaintiff Cristanos Rascon in the amount of \$10,000.00 ("Service Payments"); (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed \$9,250.00 ("Settlement

Administration Costs”); and (4) the seventy-five percent (75%) share of PAGA Penalties (“LWDA Payment”) in the amount of \$18,750.00 to the California Labor and Workforce Development Agency (“LWDA”).

Participating Class Members will be entitled to receive payment under the settlement of their share of the Net Settlement Amount (“Individual Settlement Amount”) based on the numbers of workweeks worked by the Class Members as non-exempt employees for Defendant from February 11, 2017 to January 19, 2022, in the State of California (“Workweeks”). Workweeks were calculated based on the start and end dates of each Class Member’s employment during the Class Period and dividing by seven.

Participating PAGA Members will receive payment under the settlement for their share of the PAGA Payment based on the numbers of pay periods worked by PAGA Members as a non-exempt hourly employee for Defendant in California from November 11, 2020, to January 19, 2022 (“Pay Period”). Pay Periods were calculated based on the start and end dates of each PAGA Member’s employment during the PAGA Period. **Eligible PAGA Members will not be able to exclude themselves from receiving their portion of the PAGA Payment.**

Each Individual Settlement Amount will be allocated as twenty percent (20%) wages (which will be reported on an IRS Form W2), thirty percent (30%) to interest and fifty percent (50%) to penalties (which will be reported on an IRS Form 1099, if applicable). Each Individual Settlement Amount will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount, resulting in a net payment to the Settlement Class Member referred to as the “Individual Settlement Payment.”

If the Court grants final approval of the settlement, Individual Settlement Payments will be mailed to Participating Class Members and/or PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment to which you may be entitled to.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s payroll records:

From February 11, 2017 to January 19, 2022 you worked [REDACTED] Workweeks at Glovis America, Inc.

A description of how Workweeks were calculated and credited to Class Members is described above in Section III.A. If you wish to dispute the Workweeks credited to you, you may submit such dispute (a “Workweeks Dispute”) in writing to the Settlement Administrator. The written dispute must: (a) contain your full name, address, telephone number, the last four digits of your Social Security Number, and signature; (b) contain the case name and number of the action (*Christopher Luque v Glovis America, Inc., et al.*, Ventura County Superior Court Case No. 56-2021-00550720-CU-OE-VTA); (c) contain a clear statement indicating that you dispute the number of Workweeks credited to you; (d) documentation that supports your belief that you should be credited with a different number of Workweeks; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked and mailed **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Amount

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you (Class Member) and the number of Pay Periods credited to you (PAGA Member).

Your Individual Class Member Settlement Amount is estimated to be \$ [REDACTED].

Your Individual PAGA Member Settlement Amount is estimated to be \$ [REDACTED].

The Individual Settlement Amount is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount and will only be distributed if the Court approves the settlement and after the settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Amount reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Released Claims

Upon the Effective Date, each of the Participating Class Members (including the Class Representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released Claims.

"Released Claims" means all causes of action and factual or legal theories that were alleged in the Operative Complaint or that could have been alleged against Defendant based on the facts contained in the Operative Complaint or otherwise asserted in the Action, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal and rest periods, and to properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or properly formatted wage statements; (d) waiting time penalties; (e) failure to reimburse business expenditures, (f) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint; (g) any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action, including but not limited to California Labor Code Sections 201-204, 205.5, 210, 218.5, 221, 226, 226(a), 226(g), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1021.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and applicable IWC Wage Orders; (h) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, and, exclusively to PAGA Members, (i) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, the letter to the LWDA dated November 11, 2021 ("PAGA Released Claims"), and causes of action or legal theories of relief pleaded in the Operative Complaint or otherwise asserted in the Action.

"Released Parties" means Defendant Glovis America, Inc., and each of its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, legal representatives, and joint venturers.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-eight (38%) of the Maximum Settlement Amount (i.e., an amount of up to \$84,360.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00), to be paid from the Maximum Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payment to Plaintiffs

Plaintiffs Christopher Luque and Cristanos Rascon will each seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) as a Service Payment in recognition of their services in connection with the Action. The Service Payment will be paid from the Maximum Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payment that they are entitled to under the settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated and agreed to not exceed Thousand Dollars (\$9,250.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the settlement, processing Requests for Exclusion, Workweeks Disputes, and objections, calculating Individual Settlement Payments, and distributing payments and tax forms under the settlement, and shall be paid from the Maximum Settlement Amount subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive your Individual Settlement Payment from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment in the form of a check unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. Any check not cashed within 180 calendar days will be void. The funds from the uncashed checks shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the settlement, you may seek exclusion from the settlement by submitting a written request to be excluded from the settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

[Settlement Administrator]

[Address]

A request for exclusion must: (a) contain your full name, address, the last 4 digits of Social Security Number, and signature; (b) contain the case name and number of the Action (*Christopher Luque v Glovis America, Inc.* Ventura County Superior Court, Case No. 56-2021-00550720-CU-OE-VTA); (c) contain a statement indicating that you intend to be excluded from the settlement; and (4) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the settlement, will not be bound by the settlement (and the release of Released Claims stated in Section III.D above), and will have no right to object to, appeal, or comment on the settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the settlement as long as you have not submitted a Request for Exclusion.

To object, you must do so by way of a written objection that: (a) contains your full name, dates of employment as a non-exempt or hourly-paid employee of Defendant in California, the last 4 digits of your Social Security Number, and signature; (b) contains the case name and number of the Action (*Christopher Luque v Glovis America, Inc.* Ventura

County Superior Court, Case No. 56-2021-00550720-CU-OE-VTA); (c) all legal and factual bases for the objection to the Settlement; (d) whether you intend to appear at the Final Approval Hearing; (e) whether you are represented by legal counsel, and if so, identify the legal counsel and their address; and (f) is mailed to the Settlement Administrator and postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 21 of Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, on **[Final Approval Hearing Date]**, at **[Time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, Service Payment to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish.

If you wish to appear in person at the Final Approval hearing: You must adhere to the Ventura Superior Court's COVID-19 guidelines located at <http://www.ventura.courts.ca.gov/>. There are currently no social distancing requirements within Ventura County Superior Court, however face masks are mandatory in order to enter the building. This protocol may change from the time of this notice to the date of the final approval hearing and if you wish to appear in-person you are strongly encouraged to first review the court's website which has up-to-date COVID-19 precautions.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action at the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, during business hours.

PLEASE DO NOT TELEPHONE THE VENTURA COUNTY SUPERIOR COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is jkislow@justicelawcorp.com

On March 1, 22, I served the foregoing document described as

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

for the following case: **Luque v. Glovis America, Inc.**
LWDA/Court Case No.: **LWDA-CM-852069-21**
 56-2021-00550720-CU-OE-VTA
 Ventura County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 1, 2022, at Pasadena, California.


Jillian Kislow