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

MARIO ENRIQUE RODRIGUEZ and
MARIO ALONSO RODRIGUEZ, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees,

Plaintiffs,

vs.

RT PAINTING, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 34-2022-00318410

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

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

3 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
4 “Settlement Agreement”) is made and entered into by and between Plaintiffs Mario Enrique Rodriguez
5 and Mario Alonso Rodriguez (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all
6 others similarly situated and aggrieved employees, and Defendant RT Painting, Inc. (“Defendant”)
7 (collectively with Plaintiffs, the “Parties”). This Settlement Agreement is subject to the terms and
8 conditions set forth below and approval of the Court.

9 **DEFINITIONS**

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

12 1. “Action” means *Rodriguez v. RT Painting, Inc.*, Case No. 34-2022-00318410, filed
13 April 15, 2022 (Sacramento County Superior Court), initiating the Action, and any future amendments
14 thereto, including the Second Amended Complaint that Plaintiffs filed on August 28, 2023.

15 2. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class
16 Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred
17 by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs,
18 and costs associated with documenting the Settlement, providing any notices required as part of the
19 Settlement or Court Order, securing the Court’s approval of the Settlement, administering the Settlement,
20 and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not
21 more than one-third (1/3) of the Gross Settlement Amount, or Fifty-Three Thousand Three-Hundred
22 Thirty-Three Dollars and Thirty Three Cents (\$53,333.33). The Attorneys’ Fees and Costs will also
23 mean and include the additional reimbursement of any costs and expenses associated with Class
24 Counsel’s litigation and settlement of the Action, up to Twenty Thousand Dollars and No Cents
25 (\$20,000), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request
26 for fees and reimbursement of costs as set forth above. The Parties agree that the Court’s approval of any
27 request for attorneys’ fees or litigation costs is not a condition of the Settlement Agreement and that an
28 award of less than the amounts requested would not give rise to a basis to abrogate the Settlement

1 Agreement, although Class Counsel reserve the right to appeal an award of attorneys' fees that is less
2 than one-third of the Gross Settlement Amount.

3 3. "Class Counsel" means Aequitas Legal Group.

4 4. "Class List" means a complete list of all Class Members that Defendant will diligently
5 and in good faith compile from its records and provide to the Settlement Administrator within twenty
6 (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in
7 Microsoft Office Excel and will include each Class Member's full name; most recent mailing address
8 and telephone number; Social Security number; dates of employment; the respective number of
9 Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other
10 relevant information needed to calculate settlement payments.

11 5. "Class Member(s)" or "Settlement Class" means all current or former hourly-paid or
12 non-exempt employees employed by the Defendant in the State of California at any time from April 15,
13 2018 through the date of Preliminary Approval.

14 6. "Class Period" means the period from April 15, 2018 through the date of Preliminary
15 Approval.

16 7. "Class Representative Enhancement Payments" means the amount to be paid to each
17 Plaintiff in recognition of their respective effort and work in prosecuting the Action on behalf of Class
18 Members, and for each Plaintiff's general release of any and all claims. Subject to the Court granting
19 final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff
20 Mario Enrique Rodriguez will request Court approval of a Class Representative Enhancement Payment
21 of up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) to be paid out of the Gross
22 Settlement Amount, and Plaintiff Mario Alonso Rodriguez will request Court approval of a Class
23 Representative Enhancement Payment of up to Five Thousand Dollars and No Cents (\$5,000.00) to be
24 paid out of the Gross Settlement Amount. The Class Representative Enhancement Payments will not be
25 a material term of the Settlement Agreement and an award of less than the requested amount for either or
26 both of the Class Representative Enhancement Payments will not give rise to a basis to abrogate the
27 Settlement Agreement. Further, an award of less than the requested amounts will not give rise to a basis
28 to abrogate the respective general releases executed by either Plaintiff.

- 1 8. “Court” means the Sacramento County Superior Court.
- 2 9. “Defendant” means Defendant RT Painting, Inc.
- 3 10. “Effective Date” means the later of the following have occurred: (a) approval of the
- 4 Settlement is granted by the Court, or other court assuming jurisdiction of the Action, and (b) the Court’s
- 5 Judgment approving the Settlement becomes Final. “Final” means the latest of: (a) if there is an appeal of
- 6 the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal,
- 7 or the expiration of the time to file a petition for review to the California Supreme Court, or, (b) if a
- 8 petition for review is filed, the date of the California Supreme Court denies the petition for review or
- 9 decides not to respond and take no action, or the date the Judgment is affirmed pursuant to such petition;
- 10 or (c) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the
- 11 Judgment.
- 12 11. “Final Approval” means the date on which the Court enters an order granting final
- 13 approval of the Settlement Agreement.
- 14 12. “Gross Settlement Amount” means the maximum Gross Settlement Amount of One
- 15 Hundred Sixty Thousand Dollars and No Cents (\$160,000.00) that Defendant may be obligated to make
- 16 in connection with the Settlement Agreement, except as provided for herein, and will be paid by
- 17 Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes
- 18 all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement
- 19 Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement
- 20 Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon
- 21 settlement value of individual claims. In no event will Defendant be liable for more than the Gross
- 22 Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the
- 23 Gross Settlement Amount to Defendant. Defendant will pay any employer-side payroll taxes owing on
- 24 the portion of the Gross Settlement Amount allocated toward wages on top of and in addition to the
- 25 Gross Settlement Amount.
- 26 13. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
- 27 Member’s respective shares of the Net Settlement Fund and PAGA Fund.
- 28 14. “LWDA Letter” means the notice that Plaintiff Mario Enrique Rodriguez submitted to

1 the Labor & Workforce Development Agency on or about December 14, 2021, numbered LWDA-CM-
2 857567-21.

3 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
4 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
5 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
6 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
7 Defendant.

8 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
9 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full
10 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
11 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
12 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
13 at the final fairness hearing.

14 17. "Notice Packet" means the Notice of Class Action and PAGA Settlement, substantially
15 in the form attached as Exhibit A.

16 18. "PAGA Members" means all current or former hourly-paid or non-exempt employees
17 employed by the Defendant in the State of California at any time from December 14, 2020 through the
18 date of Preliminary Approval.

19 19. "PAGA Period" means the period from December 14, 2020 through the date of
20 Preliminary Approval.

21 20. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
22 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
23 Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
24 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Eight Thousand Dollars (\$8,000)
25 of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-
26 Five Percent (75%), or Six Thousand Dollars and No Cents (\$6,000.00), of the PAGA Settlement
27 Amount will be paid to the California Labor and Workforce Development Agency ("Labor and
28 Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or Three Thousand

1 Seven Hundred Fifty Dollars and No Cents (\$2,000.00) ("PAGA Fund"), of the PAGA Settlement will
2 be disbursed to PAGA Members, and regardless whether they request to be excluded from the
3 Settlement Class.

4 21. "Parties" means Plaintiffs and Defendant collectively.

5 22. "Participating Class Members" means all Class Members who do not submit timely and
6 valid Requests for Exclusion.

7 23. "Plaintiffs" mean Plaintiff Mario Enrique Rodriguez and Plaintiff Mario Alonso
8 Rodriguez.

9 24. "Preliminary Approval" means the date on which the Court enters an order granting
10 preliminary approval of the Settlement Agreement.

11 25. "Released Class Claims" means all claims, rights, demands, liabilities, and causes of
12 action that were alleged or reasonably could have been raised based on the facts alleged in the Action
13 and LWDA Letter during the Class Period, regardless of the theory of recovery, including: (a) failure to
14 pay regular and overtime wages (Labor Code §§ 510, 1194, and 1198); (b) failure to provide compliant
15 meal periods or pay premiums compensation in lieu thereof (Labor Code §§ 226.7 and 512(a)); (c)
16 failure to provide compliant rest periods or pay premium compensation in lieu thereof (Labor Code §
17 226.7); (d) failure to pay wages timely upon termination (Labor Code §§ 201-203); (e) failure to provide
18 accurate itemized wage statements (Labor Code § 226(a)); (f) failure to pay vested vacation wages
19 (Labor Code § 227.3); (g) failure to pay prevailing wages and benefits associated with public works
20 projects (Labor Code §§ 1771, 1774, 1811, and 1815); and (h) violation of California Business &
21 Professions Code §§ 17200, *et seq.*

22 26. "Released PAGA Claims" means any and all PAGA claims or causes of action of
23 whatever kind or nature which occurred during the PAGA Period that were alleged, or that reasonably
24 could have been alleged, based on the facts alleged in the Action and the LWDA Letter, regardless of
25 theory of recovery.

26 27. "Released Parties" means Defendant, its present and former parent companies,
27 subsidiaries, affiliates (expressly including Teamshares, Inc.), owners (expressly including Rick Terry),
28 investors, shareholders, officers, directors, employees, agents, servants, registered representatives,

1 attorneys, insurers, successors, and assigns.

2 28. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
3 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
4 name, address, telephone number and last four digits of the Social Security Number of the Class
5 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
6 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;
7 and (e) be postmarked on or before the Response Deadline.

8 29. "Response Deadline" means the deadline by which Class Members must postmark to
9 the Settlement Administrator Requests for Exclusion, postmark disputes concerning the calculation of
10 Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The
11 Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by
12 the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State
13 holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal
14 Service is open.

15 30. "Settlement Administration Costs" means the costs payable from the Gross Settlement
16 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
17 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
18 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
19 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
20 any such costs in excess of the amount represented by the Settlement Administrator as being the
21 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
22 approximately 59 Class Members, the Settlement Administration Costs are currently estimated to be Six
23 Thousand Five Hundred Dollars (\$6,500.00).

24 31. "Settlement Administrator" means Phoenix Class Action Administration Solutions, or
25 any other third-party class action settlement administrator agreed to by the Parties and approved by the
26 Court for the purposes of administering this Settlement. The Parties each represent that they do not have
27 any financial interest in the Settlement Administrator or otherwise have a relationship with the
28 Settlement Administrator that could create a conflict of interest.

32. “Workweeks” means the number of workweeks for each Class Member during the Class Period based on Defendant’s payroll records, exclusive of any leave of absence (if any) and any other week in which work was not performed. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Settlement Class, PAGA Members, and State of California, on one hand, and Defendant, on the other, agree as follows:

33. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will separately pay the employer-side payroll taxes owing on the portion of the Gross Settlement Amount allocated toward wages on top of and in addition to the Gross Settlement Amount. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payments; (e) Attorneys’ Fees and Costs; and (e) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the payment of employer-side payroll taxes within thirty (30) calendar days after the Effective Date (“Funding Date”).

34. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys’ Fees and Costs of not more than Fifty-Three Thousand Three-Hundred Thirty-Three Dollars and Thirty Three Cents (\$53,333.33), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel’s litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from the Gross Settlement Amount.

35. Class Representative Enhancement Payment. In exchange for a general release of all known and unknown claims against Defendant and Released Parties under California Civil Code section 1542, and in recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for Class Representative

Enhancement Payments of up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Mario Enrique Rodriguez, and up to Five Thousand Dollars and No Cents (\$5,000) to Plaintiff Mario Alonso Rodriguez. The Class Representative Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to each Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. The Class Representative Enhancement Payments will be designated as a non-wage payment and reported on an IRS Form 1099-MISC. Plaintiffs will be solely and legally responsible to pay all applicable taxes on their respective Class Representative Enhancement Payment. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of either Class Representative Enhancement Payment sought by Plaintiffs is not awarded by the Court.

36. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be \$6,500.00. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of IRS Forms 1099 and W-2, distributing Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Eight Thousand Dollars and No Cents (\$8,000) from the Gross Settlement Amount will be designated for satisfaction of the PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Six Thousand Dollars and No Cents (\$6,000.00), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Two Thousand Dollars and No Cents (\$2,000.00), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

38. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by the Plaintiffs acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude themselves from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating

Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

41. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period, respectively. Specific calculations of Individual Settlement Payments will be made as follows:

41(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

41(b) Payments from the PAGA Fund. Defendant will calculate the total number

1 of Workweeks worked by each PAGA Member during the PAGA Period
2 and the aggregate total number of Workweeks worked by all PAGA
3 Members during the PAGA Period. To determine each PAGA Member's
4 estimated "Individual Settlement Payment," the Settlement Administrator
5 will use the following formula: The PAGA Fund will be divided by the
6 aggregate total number of Workweeks, resulting in the "PAGA Workweek
7 Value." Each PAGA Member's "Individual Settlement Payment" will be
8 calculated by multiplying each individual PAGA Member's total number of
9 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will
10 be disbursed to all PAGA Members.

11 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
12 Participating Class Members and PAGA Members under this Settlement, as well as any other payments
13 made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
14 benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing
15 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
16 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
17 any rights, contributions, or amounts to which any Class Members or PAGA Members may be entitled
18 under any benefit plans.

19 43. Administration Process. The Parties agree to cooperate in the administration of the
20 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
21 administration of the Settlement.

22 44. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
23 Defendant will provide the Class List to the Settlement Administrator.

24 45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
25 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via
26 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
27 List.

28 46. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement

1 Administrator will perform a search based on the National Change of Address Database for information
2 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
3 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
4 via 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 Packet. If no forwarding address is
6 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
7 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
8 involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed
9 Notice Packet, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar
10 days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
11 objection to the Settlement.

12 47. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
13 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
14 principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of
15 Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class
16 Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual
17 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
18 comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion
19 or Notices of Objection; (h) the deadlines by which the Class Member must postmark Request for
20 Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

21 48. Disputed Information on Notice Packets. Class Members will have an opportunity to
22 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
23 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
24 Settlement Administrator showing that such information is inaccurate. Defendant's records will be
25 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
26 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline
27 and will be decided within ten (10) business days after the Response Deadline.

28 49. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the

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

8 50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
9 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
10 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
11 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
12 for Exclusion has been timely submitted.

13 51. Class Period Modification. This Settlement is premised on the estimate that Class
14 Members would have worked a total of approximately Three Thousand Six Hundred Thirty-Seven
15 (3,637) Workweeks during the Class Period. If the total number of Workweeks is greater than 4,001,
16 then the Class Period and PAGA Period will end on the date when the total number of Workweeks was
17 not in excess of 4,001.

18 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
19 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
20 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
21 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
22 Settlement, and shall further agree to waive their right to pursue individual lawsuits or arbitrations as to
23 any of the Released Class Claims.

24 53. Releases by Participating Class Members. Upon the Effective Date, and except as to
25 such rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
26 together and individually, on their behalf and on behalf of their respective heirs, executors,
27 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
28 Parties, or any of them, from each of the Released Class Claims arising during the Class Period. In

1 addition, on the Effective Date, all Participating Class Members will be permanently enjoined and
2 forever barred from prosecuting any of the Participating Class Member's Released Class Claims against
3 any of the Released Parties or participating in any actions, lawsuits, proceedings, complaints, or charges
4 brought individually or by any other agency, persons, or entity in any court or before any administrative
5 body with regard to any of Participating Class Member's Released Claims. Nor will Participating Class
6 Members contest or interfere with efforts by Defendant or a Released Party to oppose any attempt to
7 bring or assert such released claims against Defendant or a Released Party.

8 54. Release of the Released PAGA Claims. Upon the Effective Date, and except as to such
9 rights or claims as may be created by this Settlement Agreement, each PAGA Member, together and
10 individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and
11 attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from
12 each of the Released PAGA Claims during the PAGA Period. In addition, on the Effective Date, all
13 PAGA Members will be permanently enjoined and forever barred from prosecuting any of the Released
14 PAGA Claims against any of the Released Parties. Moreover, on the Effective Date, and except as to
15 such rights or claims as may be created by this Settlement Agreement, each Plaintiff, on behalf of and as
16 a proxy for the LWDA, fully and forever release and discharge all of the Released Parties, or any of
17 them, from each of the released PAGA Claims against any of the Released Parties.

18 55. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to
19 void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or
20 more of Class Members opt out of the Settlement. Defendant must exercise this right of rescission in
21 writing to Class Counsel within fifteen (15) business days after the Response Deadline. If the option to
22 rescind is exercised, then the Parties shall revert to *status quo ante* prior to the mediation held on May 15,
23 2023, and Defendant will be solely responsible for all Settlement Administration Costs incurred up to the
24 date of rescission.

25 56. Objection Procedures. To object to the Settlement Agreement, a Class Member may
26 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
27 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
28 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be

1 deemed to have waived all objections to the Settlement and will be foreclosed from making any
2 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
3 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
4 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
5 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
6 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
7 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
8 Class Member shall not participate in or be bound by the Settlement.

9 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
10 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
11 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
12 the Settlement, and whether any Class Member has submitted a challenge to any information contained
13 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties
14 any updated reports regarding the administration of the Settlement Agreement as needed or requested.
15 However, the Settlement Administrator will not be authorized to share the Class List (or any portion
16 thereof) with Class Counsel, unless written authorization is provided by Defendant or its counsel.

17 58. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
18 of the Funding Date, the Settlement Administrator will issue the Court-authorized payments to: (a)
19 Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency;
20 (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for
21 Court-approved services performed in connection with the Settlement.

22 59. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
23 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
24 more than one hundred and eighty (180) calendar days after issuance will escheat to the State of
25 California's Unclaimed Property Fund to be held in the name of each undelivered/expired check payee,
26 pursuant to applicable unclaimed property laws.

27 60. Certification of Completion. Upon completion of administration of the Settlement, the
28 Settlement Administrator will provide a written declaration under oath to certify such completion to the

1 Court and counsel for all Parties.

2 61. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
3 be allocated as follows: (a) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
4 allocated as wages for which IRS Forms W-2 will be issued; and (b) Twenty-Five Percent (75%) will be
5 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

6 62. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
7 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
8 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
9 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
10 and penalties to the appropriate government authorities.

11 63. Tax Liability. The Parties make no representation as to the tax treatment or legal effect
12 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
13 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this
14 regard. Each Participating Class Member shall have sole responsibility for all tax consequences
15 applicable to any amounts they are paid pursuant to the Settlement. No opinion regarding the tax
16 consequences of this Settlement to any Participating Class Member is being given, or will be given, by
17 the Defendant, counsel for the Defendant, any other Released Party, or Class Counsel. Participating
18 Class Members must consult their own tax advisors regarding the tax consequences of this Settlement,
19 including, but not limited to, any payments provided or tax reporting obligations. The Defendant, the
20 Released Parties, counsel for the Defendant, and Class Counsel shall have no liability or responsibility
21 whatsoever for any tax consequences resulting from payments made pursuant to the Settlement.

22 64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
23 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
24 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
25 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
26 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
27 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
28 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED

1 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
2 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
4 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
5 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
6 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
8 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
9 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
11 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
12 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
13 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
16 AGREEMENT.

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

21 66. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
22 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
23 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
24 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
25 likewise be treated as void from the beginning.

26 67. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
27 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
28 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)

1 preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness
2 hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
3 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
4 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
5 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
6 drafting all documents necessary to obtain preliminary approval. Class Counsel will provide Defendant
7 the Motion for Preliminary Approval at least seven (7) days prior to filing so that Defendant can review
8 and make comments on the motion. Plaintiffs will consider and incorporate the Defendant's comments.

9 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
10 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
11 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
12 Settlement Agreement along with the amounts properly payable for: (a) all Settlement Administration
13 Costs; (b) the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the
14 Labor and Workforce Development Agency Payment; (e) Attorneys' Fees and Costs. The final fairness
15 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
16 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
17 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
18 hearing. Class Counsel will provide Defendant the Motion for Final Approval at least seven (7) days
19 prior to filing so that Defendant can review and make comments on the motion. Plaintiffs will consider
20 and incorporate the Defendant's comments.

21 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
22 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
23 approval. After entry of the Judgment, the Court will have continuing jurisdiction to enforce the terms of
24 the Settlement Agreement pursuant to Code of Civil Procedure section 664.6.

25 70. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by
26 all Participating Class Members, each Plaintiff will release and forever discharge the Released Parties, to
27 the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
28 not asserted, which each Plaintiff has or may have against the Released Parties as of the date of execution

1 of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of
2 the California Civil Code or similar provisions of other applicable law may apply, each Plaintiff
3 expressly waives all rights and benefits conferred upon him by the provisions of Section 1542 of the
4 California Civil Code or similar provisions of applicable law which are as follows:

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

9 71. Plaintiff's Other Claims. Plaintiff Mario Enrique Rodriguez represents that he has
10 additional individual claims against Defendant other than the Released Class Claims and Released
11 PAGA Claims, which Defendant disputes. Plaintiff Mario Enrique Rodriguez is separately settling the
12 individual claims relating to alleged discrimination, retaliation, and wrongful termination. To the extent
13 that California Rules of Court, rule 3.770, applies, Class Counsel will file a declaration with the Court
14 affirming that the consideration is unrelated to and separate from the settlement of the Released Class
15 Claims and Released PAGA Claim, and that Plaintiff Mario Enrique Rodriguez's individual claims are
16 based on separate facts. Absent an order from the Court, neither this declaration nor any other court filing
17 shall disclose the consideration given in exchange for Plaintiff Mario Enrique Rodriguez's release of his
18 separate individual claims. If the Court directs Plaintiff Mario Enrique Rodriguez to disclose the amount
19 of such consideration, Plaintiff Mario Enrique Rodriguez will file a confidential declaration under seal
20 that complies with such order.

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

24 73. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
25 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
26 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
27 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
28 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and

1 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
2 contradict the terms of this Settlement Agreement.

3 74. Amendment or Modification. No amendment, change, or modification to this Settlement
4 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
5 by the Court.

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

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

17 77. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
18 will be governed by and interpreted according to the laws of the State of California.

19 78. Execution and Counterparts. This Settlement Agreement is subject only to the execution
20 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
21 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
22 copies of the signature page, will be deemed to be the same instrument.

23 79. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
24 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
25 Settlement after arm's-length negotiations with a respected mediator and in the context of adversarial
26 litigation, considering all relevant factors, present and potential. The Parties further acknowledge that
27 they are each represented by competent counsel and that they have had an opportunity to consult with
28 their counsel regarding the fairness and reasonableness of this Settlement.

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

5 81. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
6 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
7 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court.

8 82. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
9 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
10 approved, the stipulation to certification will be void. The Parties further agree that certification for
11 purposes of the Settlement is not an admission that class action certification is proper under the standards
12 applied to contested certification motions and that this Settlement Agreement will not be admissible in
13 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant
14 is liable to either Plaintiff or any Class Member, other than according to the Settlement's terms.

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

28 84. No Public Comment or Undue Publicity. Neither Plaintiffs, nor Class Counsel, will

1 cause to be publicized, directly or indirectly, any discussion resulting in or the existence of this
2 Settlement or its terms in any type of media, including, but not limited to, speeches, press conferences,
3 press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the
4 Internet, Facebook, Twitter, Instagram, or any other social media. Plaintiffs and Class Counsel agree that
5 they will not contact the media or press regarding the claims in the Action and further, that if they are
6 contacted by the media or press, Plaintiffs or Class Counsel shall respond only that the matter has settled.
7 This provision does not apply to any publications ordered by the Court.

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

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

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

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

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

27 90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
28 faith and execute all documents to the extent necessary to effectuate the terms of this Settlement

1 Agreement.

2 91. Binding Agreement. The Parties warrant that they understand and have full authority to
3 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
4 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
5 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
6 otherwise might apply under federal or state law.

7 **READ CAREFULLY BEFORE SIGNING**

8 **PLAINTIFF**

9
10 Dated: 11/03/2023 _____

Mario Enrique Rodriguez

Mario Enrique Rodriguez

11
12 **PLAINTIFF**

13
14 Dated: _____

Mario Alonso Rodriguez

15
16 **DEFENDANT**

17 Dated: _____

Michael Brown
RT Painting, Inc.

1 Agreement.

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6 otherwise might apply under federal or state law.

7 **READ CAREFULLY BEFORE SIGNING**

8 **PLAINTIFF**

9
10 Dated: _____

Mario Enrique Rodriguez

11
12 **PLAINTIFF**

13 11/03/2023
14 Dated: _____

Mario Alonso Rodriguez
Mario Alonso Rodriguez

15
16 **DEFENDANT**

17 11/8/2023
18 Dated: _____

Michael Brown
Michael Brown
RT Painting, Inc.

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APPROVED AS TO FORM

AEQUITAS LEGAL GROUP

Dated: 11/03/2023

By: 

Ronald Bae
Olivia Scharrer
Attorneys for Plaintiffs

SEYFARTH SHAW LLP

Dated: November 10, 2023

By: 

Ari Hersher
Ryan McCoy
Attorneys for Defendant RT Painting, Inc.