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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ROMAN LANDERO, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

HARDY & HARPER, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: CIVSB2200491

[Assigned for all purposes to the Honorable
Joseph T. Ortiz, Dept. S-17]

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE**

1 This Joint Stipulation of Settlement and Release (the "Joint Stipulation of Settlement") is
2 made and entered into by and among: (a) Plaintiff Roman Landero ("Plaintiff"), on behalf of himself
3 and each member of the "Settlement Class" (as defined below); and (b) Defendant Hardy & Harper,
4 Inc. ("Defendant").

5 **I. BACKGROUND; DENIALS OF LIABILITY**

6 On January 10, 2022, Plaintiff filed a class action pursuant to the complaint against
7 Defendant for alleged violations of the California Labor Code in the San Bernardino Superior Court
8 Case No. CIVSB2200491 ("Class Action").

9 On August 4, 2022, Plaintiff filed a representative action for civil penalties pursuant to the
10 California Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. in
11 the San Bernardino Superior Court Case No. CIVSB2216782 ("PAGA Action").

12 On October 31, 2023, Defendant filed a Notice of Related Cases. On December 29, 2023, the
13 Court entered the Notice of Related Cases, and found that Class Action and PAGA Action are
14 related. The lead case is the Class Action.

15 In the Class Action, Plaintiff alleges, among other things, claims on behalf of current and
16 former hourly non-exempt employees of Defendant in California. More particularly, Plaintiff
17 alleges, that Defendant had, with respect to him individually and/or other employees similarly
18 situated, among other things, (1) failure to pay wages for all hours worked at minimum wage in
19 violation of Labor Code §§ 1194 and 1197; (2) failure to pay all overtime hours worked at the
20 overtime rate of pay in violation of Labor Code §§ 510 and 1194; (3) failure to authorize or permit
21 all legally required and compliant meal periods or pay meal period premium wages in violation of
22 Labor Code §§ 226.7 and 512; (4) failure to authorize or permit all legally required and compliant
23 rest periods or pay rest period premium wages in violation of Labor Code § 226.7; (5) failure to
24 indemnify all employees for all necessary expenditures or losses incurred by employees in direct
25 consequence of discharging their duties in violation of Labor Code § 2802; (6) failure to timely pay
26 earned wages during employment in violation of Labor Code § 204; (7) failure to provide accurate
27 wage statements in violation of Labor Code § 226; (8) failure to timely pay employees all wages
28 due upon separation of employment in violation of Labor Code §§ 201, 202, 203; and (9) unfair

1 business practices in violation of Business and Professions Code §§ 17200, et seq. In the Class
2 Action, Plaintiff seeks on behalf of himself and the class, declaratory relief and monetary relief
3 (including damages, restitution, and penalties) and other relief.

4 In the PAGA Action, Plaintiff alleges one cause of action for violation of the Private
5 Attorneys General Act of 2004, Labor Code §§2698, et seq. ("PAGA"). In the PAGA Action,
6 Plaintiff seeks civil penalties on behalf of the Labor and Workforce Development Agency
7 ("LWDA") and the aggrieved employees.

8 On November 13, 2023, Plaintiff and Defendant participated in a formal mediation session
9 with well-respected wage and hour mediator Eve Wagner, Esq. During the mediation, the Parties
10 reached a settlement in principle of the Action.

11 On January 8, 2024, during the Case Management Conference, by and through the Court's
12 recommendation, Plaintiff agreed to consolidate the matters. The Parties intend to file a Stipulation
13 to Consolidate the Class Action and the PAGA Action, with the Class Action serving as the lead
14 case (the "Consolidated Actions").

15 This Joint Stipulation of Settlement, among other things, resolves and settles on behalf of
16 the Settlement Class and Aggrieved Employees all claims asserted in the Operative Complaint in
17 the Action. Defendant denies, on behalf of itself and each of the "Released Parties" as defined below,
18 each and all such claims whether asserted or to be asserted by Plaintiff individually or on behalf of
19 any putative class or represented group. Also, Defendant, on behalf of itself and each of the Released
20 Parties: (A) denies that any Released Party is liable in any way to Plaintiff or any putative member
21 of any class or any represented group; (B) denies that Plaintiff or any putative member of any class
22 or any represented group is entitled to any monetary compensation or payment of any kind (or any
23 other form of relief) under California, federal, or any other law; and (C) denies that Plaintiff or any
24 putative member of any class or any represented group are, were, or could have been harmed by any
25 conduct, acts, or omissions by Defendant or any Released Party. Defendant also denies that any of
26 the settled claims could ever properly be certified as a class in any contested certification
27 proceedings or could proceed as a representative action. However, Defendant has concluded that
28 further litigation would be uncertain, protracted, and expensive, and therefore desire to settle all the

claims being released to limit further cost, inconvenience, uncertainty, and distraction.

II. DEFINITIONS

As used in this Joint Stipulation of Settlement, the following terms have the meanings specified below. Terms or phrases defined elsewhere in this Joint Stipulation of Settlement are incorporated into this Definitions section by reference:

1. **"Actions"** or **"Consolidated Actions"** means the lawsuits entitled *Landero v. Hardy & Harper, Inc., et al.*, Case No. CIVSB 2200491 (the "Class Action") and *Landero v. Hardy & Harper, Inc., et al.* Case No. CIVSB 2216782 (the "PAGA Action").
2. **"Aggrieved Employee"** or **"PAGA Employee"** means individuals who were employed by Defendant on an hourly non-exempt basis from January 24, 2021, until the date of preliminary approval.
3. **"Class Counsel"** means Joseph Lavi, Vincent Granberry, Cassandra A. Castro, Antonia Bliznets, and Arthur Adamian of Lavi & Ebrahimi, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.
4. **"Class Notice"** means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, substantially in the form of Exhibit A, to be mailed to Settlement Class Members to notify them of this Settlement and their right to Opt Out.
5. **"Defendant"** means Hardy & Harper, Inc.
6. **"Effective Date"** means the date on which the Superior Court's judgment approving this Joint Stipulation of Settlement becomes "Final."
7. **"Final"** means:
 - a. the Settlement Agreement has received final approval by the Court and there were no timely objections or intervenor requests filed, or that any timely objections and/or interveners have been withdrawn; or
 - b. if one or more timely objections or interventions has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector or intervenor to seek appellate review of the Court's order of final approval, without a timely appeal having been filed; or,

1 c. if a timely appeal of the Court's order of final approval has been filed, then the
2 Settlement Agreement shall be final when the applicable appellate court has rendered
3 a final decision or opinion affirming the Court's final approval without material
4 modification, and the applicable date for seeking further appellate review has passed,
5 or the date that any such appeal has been either dismissed or withdrawn by the
6 appellant.

7 8. "**Judgment**" means the judgment to be entered by the Superior Court approving this Joint
8 Stipulation of Settlement without material change, confirming the releases of claims by
9 Participating Class Members, and finally resolving the Action.

10 9. "**Individual Settlement Payment**" means the amount to be allocated under this Settlement
11 to individual Settlement Class Members as calculated below.

12 10. "**Gross Settlement Amount**" means the maximum amount to be paid under this Settlement
13 is Eight Hundred Fifty Thousand Dollars and No Cents (\$850,000.00), which includes
14 settlement payments to Participating Class Members, Attorneys' Fees and Costs to Class
15 Counsel, Enhancement Payment to Plaintiff, PAGA Settlement Amount, and Settlement
16 Administration Costs to the Settlement Administrator, excluding the employer's portion of
17 payroll taxes will shall be paid separately in addition to the Gross Settlement Amount.

18 11. "**LWDA**" means the California Labor and Workforce Development Agency, the agency
19 entitled, under Labor Code section 2699, subd. (i).

20 12. "**Net Settlement Amount**" means the Gross Settlement Amount less the following amounts:
21 (i) Attorneys' Fees and Costs to Class Counsel; (ii) Enhancement Payment to Plaintiff; (iii)
22 Settlement Administration Costs to the Settlement Administrator; and (iv) PAGA Settlement
23 Amount.

24 13. "**Opt Out(s)**" means any Settlement Class Member who submits a request to be excluded
25 from this Settlement by submitting a Request for Exclusion under the procedures set forth
26 below.

27 14. "**PAGA Period**" means the period from January 24, 2021 to January 13, 2024.

28 15. "**Participating Class Member**" means any Settlement Class Member who does not submit

1 a timely Request for Exclusion under the procedures set forth below.

2 16. **"Parties"** means Defendant, Plaintiff, and the Settlement Class.

3 17. **"Plaintiff"** means Plaintiff Roman Landero.

4 18. **"Preliminary Approval"** means the Court's Order Granting Preliminary Approval of the
5 Settlement.

6 19. **"Preliminary Approval Order"** means the proposed Order Granting Approval and
7 Approval of PAGA Settlement.

8 20. **"Released Parties"** means: (A) Defendant Hardy & Harper, Inc., and each and all past or
9 present partners, parents, subsidiaries, or affiliates (regardless whether such partners,
10 parents, subsidiaries, or affiliates are individuals, corporations, partnerships, limited
11 partnerships, limited liability companies, or other forms of entity) of Defendant; (B) each
12 and all of the predecessor or successor entities of any of those entities identified in
13 subparagraph (A); or (C) all past and present directors, officers, representatives, insurers,
14 agents, shareholders, partners, members, lawyers, and employees of any of the individuals
15 or entities identified in subparagraphs (A), (B), or (C).

16 21. **"Request for Exclusion"** means a Settlement Class Member's written request for exclusion
17 from the Settlement.

18 22. **"Response Deadline"** means the last date for Settlement Class Members to postmark, for
19 return to the Settlement Administrator, Requests for Exclusion or Objections. The Response
20 Deadline shall be forty-five (45) days after the Settlement Administrator has postmarked the
21 Class Notice for mailing to Settlement Class Members, subject to adjustment in the case of
22 re-mailings, as specified in Section sixteen (16) below.

23 23. **"Settlement"** means the settlement reflected in and to be effectuated through this Joint
24 Stipulation of Settlement.

25 24. **"Settlement Administrator"** means ILYM Group, Inc., an independent third party agreed
26 to by the Parties and paid out of the Gross Settlement Amount, as described below, to
27 perform the notice, settlement administration, and distribution functions further described in
28 this Joint Stipulation of Settlement.

1 25. **"Settlement Class"** means: All current and former hourly non-exempt employees who
2 worked for Defendant in California during the Settlement Period, whether union or non-
3 union.

4 26. **"Settlement Period"** means the time period from January 10, 2018, through and including
5 January 13, 2024.

6 27. **"Superior Court"** means the San Bernardino County Superior Court.

7 28. **"Workweek"** means any week during which a Class Member worked for Defendant for at
8 least one day, during the Class Period.

9 **III. THE SETTLEMENT CLASS**

10 For purposes of this Joint Stipulation of Settlement only, the Parties agree to seek, under the
11 procedures described below, the Superior Court's approval of certification of the Settlement Class.
12 The Settlement Class shall include any heirs, successors, or assigns or purported assigns of the
13 above-described persons.

14 **IV. GROSS SETTLEMENT AMOUNT**

15 The maximum amount to be paid under this Settlement is Eight Hundred Fifty Thousand
16 Dollars and No Cents (\$850,000.00) ("Gross Settlement Amount" or "GSA"). This Settlement is
17 based on a total estimate of 41,160 workweeks (36,900 workweeks for union employees and 4,260
18 for non-union employees) during the Settlement Period. Should the number of such workweeks as
19 of the end of the Settlement Period exceed such stated number by more than 10% (i.e., there are
20 more than 45,276), Defendant shall have the option of either: (a) closing the release period on the
21 date the Class Members reach the ten percent (10%) threshold on or before January 13, 2024, or (b)
22 increasing the Gross Settlement Amount on a proportional basis by the same number of percentage
23 points above ten percent (10%) (i.e., an eleven percent (11%) difference shall require an additional
24 1% increase of the Gross Settlement Amount). The Gross Settlement Amount shall be used to pay
25 all of Class Counsel's Attorneys' Fees and Costs, all Settlement Administration Costs, Enhancement
26 Payment paid to Plaintiff, all payments to the California Labor Workforce and Development Agency
27 and the PAGA Employees, and all settlement payments to Participating Class Members. No
28 Released Party shall be required to pay anything above or beyond the Gross Settlement Amount

1 plus any applicable increase due to workweeks exceeding 45,276, under any circumstance, as a
2 result of this Settlement.

3 **V. PAYMENT TO PLAINTIFF OF ENHANCEMENT PAYMENT AND TO**
4 **PLAINTIFF FOR A GENERAL RELEASE**

5 Plaintiff will apply to the Superior Court for approval of an Enhancement Payment in the
6 amount of no more than Nine Thousand Five Hundred Dollars and No Cents (\$9,500.00)
7 ("Enhancement Payment"). Defendant will not oppose Class Counsel's request of Enhancement
8 Payment up to this specific amount, and the Settlement Administrator will pay Plaintiff the
9 Enhancement Payment awarded by the Superior Court (from the Gross Settlement Amount).
10 Plaintiff understands and agrees that the Superior Court may in its discretion award a lesser amount
11 as Enhancement Payment, and Plaintiff agrees that he will accept whatever amount, if any, the
12 Superior Court may in its discretion award as Enhancement Payment. If Plaintiff receives an
13 Enhancement Payment that is less than the specified amount, any such reduction shall constitute
14 part of the amount to be distributed pursuant to **Section IX** as described below.

15 Plaintiff agrees that the Enhancement Payment awarded to Plaintiff is not a wage payment.
16 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Enhancement
17 Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his
18 Enhancement Payment. Plaintiff agrees to indemnify the Released Parties for any tax obligations
19 arising out of payments of his Enhancement Payment. The Enhancement Payment is in addition to
20 the Individual Settlement Payment to be paid to Plaintiff. The Enhancement Payment represents
21 payment for the time incurred and services rendered by Plaintiff on behalf of the Settlement Class
22 in obtaining this Settlement.

23 **VI. ATTORNEYS' FEES AND COSTS**

24 Class Counsel will apply to the Superior Court for approval of reasonable attorneys' fees
25 incurred for representing Plaintiff and the Settlement Class in the Action in an amount not to exceed
26 one-third (1/3) of the Gross Settlement Amount, or a total of Two Hundred Eighty-Three Thousand,
27 Three Hundred Thirty-Three Dollars and Thirty-Three cents. (\$283,333.33) ("Attorneys' Fees").
28 Class Counsel will also apply to the Superior Court for an award of actual costs in an amount of not

1 more than Twenty Thousand Dollars (\$20,000.00) (together, "Attorneys' Fees and Costs").
2 Defendant will not oppose Class Counsel's request for an award of Attorneys' Fees and Costs up to
3 the specified amounts, and the Settlement Administrator will pay Class Counsel (from the Gross
4 Settlement Amount) the fees and costs awarded by the Superior Court up to the specified amounts.
5 If the escalator clause described in Section IV herein is triggered and the Gross Settlement Amount
6 is increased, Class Counsel may, in its discretion, increase its Attorneys' Fees to remain one-third
7 (1/3) of the Gross Settlement Amount.

8 Class Counsel and Plaintiff understand and agree that the Superior Court may in its
9 discretion award lesser amounts in Attorneys' Fees and Costs than requested by Class Counsel. If
10 Class Counsel receive Attorneys' Fees or Costs less than the specified amounts, any such reduction
11 shall not revert to Defendant but shall instead constitute part of the amount to be distributed pursuant
12 to Section IX below.

13 The amounts so awarded shall be for and in complete satisfaction of all attorneys' fees and
14 costs incurred to date by Plaintiff and/or Class Counsel on behalf of Plaintiff and the Settlement
15 Class, and of all such future fees and costs including, but not limited to, fees and costs incurred in
16 documenting this Settlement, securing Superior Court approval of this Settlement, monitoring this
17 Settlement, reviewing and participating in the settlement administration process, and obtaining the
18 Judgment.

19 The Settlement Administrator will give Class Counsel an IRS Form 1099 for the Attorneys'
20 Fees and Costs awarded. Class Counsel understand and agree that they shall be solely responsible
21 for any and all taxes and/or penalties arising from payment of the costs and attorneys' fees provided
22 herein. Not later than the Effective Date, Class Counsel shall provide a fully and properly executed
23 IRS Form W-9 for purposes of the payments which the Settlement Administrator will electronically
24 wire to Class Counsel.

25 VII. SETTLEMENT ADMINISTRATION AND EXPENSES

26 The Parties have agreed to use ILYM Group, Inc. to administer the settlement and have
27 allocated \$12,000 to reimbursement of costs for administration which will be paid from the Gross
28 Settlement Amount ("Settlement Administration Costs"). If the allocated Settlement Administration

1 Costs exceed the actual costs sought by the Settlement Administrator, the excess will remain part of
2 the Net Settlement Amount. The Settlement Administrator shall send the Class Notice to Settlement
3 Class Members and prepare and issue the checks to Participating Class Members for their Individual
4 Settlement Payments and to PAGA Employees for their Individual PAGA Payment, to Class
5 Counsel for Attorneys' Fees and Costs, to Plaintiff for his Enhancement Payment, and to the
6 California Labor Workforce Development Agency ("LWDA") (all as specified above or below).
7 The Settlement Administrator shall establish a Qualified Settlement Fund, pursuant to Treasury
8 Regulations section 1.468B for purposes of distributing these amounts. The Settlement
9 Administrator shall file all required tax returns for the Qualified Settlement Fund, and shall
10 calculate, and then remit to appropriate taxing and other governmental authorities, all amounts to be
11 deducted or paid on account of the Individual Settlement Payments. The Settlement Administrator
12 shall provide appropriate indemnities against mistakes or inaccuracies in such tasks and against any
13 misuse or breach of confidentiality for Settlement Class Members' social security numbers,
14 telephone numbers, addresses, or other private information. The Settlement Administrator shall
15 perform all other tasks necessary to administer the Settlement. All disputes relating to the Settlement
16 Administrator's performance of its duties shall be referred to the Superior Court for a final and
17 binding determination not subject to further review or appeal of any kind.

18 **VII. PAYMENTS TO THE LABOR AND WORKFORCE DEVELOPMENT**
19 **AGENCY**

20 The Parties have agreed to pay a certain sum to the California Labor and Workforce
21 Development Agency ("LWDA") in connection with the Labor Code Private Attorneys General Act
22 of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA"). Fifty Thousand Dollars (\$50,000) of the Gross
23 Settlement Amount will be allocated to the resolution of Class Members' claims arising under
24 PAGA for the PAGA Period ("PAGA Settlement Amount"). Pursuant to PAGA, Seventy-Five
25 Percent (75%), or \$37,500, of the PAGA Settlement Amount will be paid to the LWDA ("LWDA
26 Payment"), and Twenty-Five Percent (25%), or \$12,500, of the PAGA Settlement Amount shall be
27 distributed to Settlement Class Members who were employed during the PAGA Period ("PAGA
28 Employees") as specified below. This \$12,500 shall be referred to as the "PAGA Employees

1 Portion.” The Parties agree that if the Court orders a PAGA allocation higher than the foregoing,
2 such determination shall not increase the amount of the Gross Settlement Amount, and the amounts
3 that constitute the Gross Settlement amount shall be reallocated as necessary.

4 The Settlement Administrator will pay to the LWDA, in accordance with California Labor
5 Code section 2699(i), the amount of \$37,500. The Settlement Administrator will advise Class
6 Counsel when this payment is made.

7 **VIII. PAYMENTS TO PARTICIPATING CLASS MEMBERS**

8 After the Enhancement Payment, Attorneys’ Fees and Costs, Settlement Administration
9 Costs, and PAGA Settlement Amount (as specified above) have been satisfied from the Gross
10 Settlement Amount, the remainder (i.e., Net Settlement Amount) shall be available to pay Settlement
11 Class Members who did not Opt Out (i.e., Participating Class Members) for their share of the Net
12 Settlement Amount (i.e., their Individual Settlement Payments). The 25% share of the PAGA
13 Settlement Amount to be distributed to PAGA Employees (the “PAGA Employee Portion”) will be
14 distributed on a pro rata basis based on the number of pay periods the employees worked during the
15 PAGA Period.

16 Under this Joint Stipulation of Settlement, each Settlement Class Member shall be allocated
17 an Individual Settlement Payment pursuant to a formula based on the total number of non-union and
18 union workweeks each Participating Class Member worked for Defendant as an hourly non-exempt
19 employee in California during the Settlement Period in union and/or non-union capacities. The
20 workweeks worked shall be calculated using Defendant’s payroll and timekeeping records. The
21 following formulas shall be used to determine the amount of each Participating Class Member’s
22 Individual Settlement Payment:

23 Total Workweek Denominator: The total number of non-union and union workweeks
24 (“Total Workweek Denominator”) shall be determined as follows: first, non-union
25 workweeks shall be multiplied by three (3) (“Non-Union Weighted Workweeks”) (e.g.,
26 4,260 multiplied by 3 equals 12,780 non-union workweeks); next, Non-Union Weighted
27 Workweeks and Union Workweeks shall be added together (e.g., 12,780 plus 36,900 equals
28 49,680).

Individual Settlement Payment Calculation: Individual Settlement Payments to Participating Class Members shall be calculated based on the following formula: (a) the total number of workweeks (Non-Union Weighted Workweeks and/or Union Workweeks) each Participating Class Member worked as an hourly non-exempt employee for Defendant in California During the Settlement Period; divided by (b) the Total Workweek Denominator; and then multiplied by (c) the Net Settlement Amount. The resulting figure is the Participating Class Member's Individual Settlement Payment amount.

Non-Union Weighted Workweeks: For each Non-Union workweek attributed to a Participating Class Member, the Non-Union workweek(s) shall be multiplied by three ("Non-Union Weighted Workweeks").

Union Workweeks: For each Union Workweek attributed to a Participating Class Member, the Union Workweek(s) shall not be multiplied by any factor.

Individual PAGA Payment Calculation: Because PAGA Employees cannot opt out of the PAGA claims, each PAGA Employee, whether or not a Participating Class Member, shall also receive his or her share of the PAGA Employees Portion ("Individual PAGA Payment") calculated as follows: (a) the number Pay Periods each PAGA Employee worked as an hourly non-exempt employee for Defendants in California during the Settlement Period; divided by (b) the aggregate number of Pay Periods worked by all PAGA Employees during the Settlement Period; and then multiplied by (c) the PAGA Employees Portion.

The Parties agree that the Individual Settlement Payments shall constitute twenty percent (20%) wages ("Wage Portion") and eighty (80%) penalties ("Non-Wage Portion"). Each Individual PAGA Payment shall be treated as one hundred percent (100%) penalties.

The Settlement Administrator shall pay to each Participating Class Member his or her share of the Individual Settlement Payment, in the manner and on the schedule set forth below.

The Settlement Administrator shall issue to each Participating Class Member and PAGA Employee an IRS Form 1099 for the Non-Wage Portion of his or her Individual Settlement Payment and/or Individual PAGA Payment (if applicable). An IRS W-2 form shall be issued to each Participating Class Member who receives an Individual Settlement Payment. Defendant is solely

1 responsible for and will pay employer payroll taxes for all employer taxes on the Wage Portion of
2 the Individual Settlement Payments. Defendant's payment of employer payroll taxes is separate and
3 distinct from the Gross Settlement Amount.

4 Defendant, Defense counsel, Plaintiff, and Class Counsel make no representation as to the
5 tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Settlement Class
6 Members are not relying on any statement, representation, or calculation by Defendant, Defense
7 counsel, Plaintiff, Class Counsel, or the Settlement Administrator in this regard. Plaintiff and
8 Settlement Class Members understand and agree that they will be solely responsible for the payment
9 of any taxes and penalties assessed on the payments described herein. Each of the Participating Class
10 Members and PAGA Employees agree to indemnify the Released Parties for any tax obligations
11 arising out of payments to him or her of any portion of an Individual Settlement Payment or
12 Individual PAGA Payment.

13 Settlement Class Members shall not, on account of receiving any Individual Settlement
14 Payment or Individual PAGA Payment, be entitled to any other or additional compensation,
15 benefits, contributions, or matching employer funding of any kind under any agreement or plan
16 governing benefits or compensation (such as but not limited to any agreements or plans for
17 incentives, stock options, retirement, deferred compensation) regardless of any contrary language
18 or provisions in any such agreement or plan. The Individual Settlement Payment and/or Individual
19 PAGA Payment shall be the sole compensation and benefit to the Participating Class Members and
20 PAGA Employees under this Settlement Agreement.

21 **IX. TIMING OF PAYMENT OBLIGATIONS**

22 Defendant shall electronically wire the Gross Settlement Amount and any applicable
23 increase due to workweeks exceeding 45,276, within fifteen (15) business days after the Effective
24 Date. The Settlement Administrator shall distribute Individual Settlement Payments to Participating
25 Class Members, Individual PAGA Payments to PAGA Employees, the Court-approved Attorneys'
26 Fees and Costs to Class Counsel, the Court-approved Enhancement Payment to Plaintiff, the LWDA
27 Payment to the LWDA, and the Court-approved Settlement Administration Costs to itself within ten
28 (10) business days of receipt of the Gross Settlement Amount.

1 Participating Class Members and PAGA Employees will have one hundred eighty (180)
2 calendar days from the date of issuance of the check to cash or otherwise deposit their check. For
3 any check not cashed after 180 calendar days, the Settlement Administrator shall cancel the check
4 and remit the funds to the California State Controller's Office, Unclaimed Property Division in the
5 name of the Participating Class Member who failed to cash their check. The Settlement
6 Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion
7 of the 180-calendar day check cashing period, including the amount at issue.

8 The Settlement Administrator shall place the funds in an interest-bearing account, and any
9 interest earned shall be paid to the Individual Settlement Payments for Participating Class Members.

10 **X. NO OTHER PAYMENTS**

11 Except for the payments and obligations provided above, all of which shall be satisfied from
12 the Gross Settlement Amount, no Released Party shall have any obligation to make any payment to
13 any Plaintiff, to the Settlement Class, or to any other person or entity as a result of the Action or this
14 Joint Stipulation of Settlement. Except as set forth above, the Parties shall bear all their own costs
15 and attorneys' fees in connection with this Joint Stipulation of Settlement and the Action.

16 **XI. RELEASES OF CLAIMS**

17 Release of Class Members. As of the Effective Date and full funding of the Gross Settlement
18 Amount and any applicable increase due to workweeks exceeding 45,276 by Defendant to the
19 Settlement Administrator, each Participating Class Member on behalf of themselves and their
20 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
21 and assigns, who does not opt out of the Settlement hereby fully, finally, and forever releases and
22 discharges each and every one of the Released Parties from any and all claims, that: were asserted
23 in any and/or all of the complaints in the Action and/or any of Plaintiff's letter to the LWDA
24 (including any subsequently amended complaints or letters); and/or any and all claims, that were
25 asserted based on any or all the factual allegations in all of the complaints in the Action and/or any
26 of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters). This
27 includes claims for or related to: pay for all hours worked/compensation due for services; failure to
28 pay minimum wages; failure to pay overtime wages; , meal periods; rest periods; wage statements;

1 payment of wages at termination; and unfair competition related to any or all of the foregoing; any
 2 unpaid wages or compensation related to any or all of the foregoing, which are based on the facts
 3 alleged in the Action; restitution related to any or all of the foregoing which are based on the facts
 4 alleged in the Action; and any penalties, including statutory or civil penalties, related to any or all
 5 of the foregoing. This release includes any and all claims pursuant to: California Labor Code
 6 sections §§ 200, et seq., 201, 202, 203, 204, 226, 226.3, 226.7, , et. seq., 510, 512, 1194, 1194.2,
 7 1197, 1197.1, 1198, 1198.5 and 2802; the Fair Labor Standards Act; the California Business &
 8 Professions Code § 17200; and the California Industrial Welfare Commission Wage Orders 16
 9 (“Released Class Claims”). The release shall run through January 13, 2024.

10 Release by the Aggrieved Employees. As of the Effective Date and full funding of the Gross
 11 Settlement Amount by Defendant to the Settlement Administrator, each Aggrieved Employee, on
 12 behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,
 13 administrators, successors, and assigns, irrespective of whether he or she opts out of the Settlement,
 14 and the State of California hereby fully, finally, and forever releases and discharges each and every
 15 one of the Released Parties from all claims: (a) arising in whole or in part, during the PAGA Period,
 16 for any of the following: any alleged or actual violations of the Private Attorneys General Act, Labor
 17 Code section 2699 et seq. (“PAGA”) which derive from the foregoing Released Class Claims; or
 18 (b) in any manner arising out of any of the other facts or legal theories alleged or asserted in the
 19 Action, whether formally raised in the Operative Complaint(s) in these Actions or the Consolidated
 20 Action, the January 24, 2022 and February 10, 2022 letters to the LWDA, or otherwise (collectively,
 21 the “Released PAGA Claims”) (together the Released Class Claims and Released PAGA Claims
 22 are the “Released Claims”). The release shall run through January 13, 2024.

23 **XII. PLAINTIFF’S FURTHER RELEASE**

24 In partial consideration for the Enhancement Payment and other benefits under this Joint
 25 Stipulation of Settlement, Plaintiff provides the following additional releases: as of the Effective
 26 Date, Plaintiff shall fully, finally, and forever release and discharge each and every one of the
 27 Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature
 28 and description whatsoever, whether known or unknown, whether sounding in tort, in contract, in

1 law, in equity or otherwise, and including but not limited to all claims for violation of any local,
2 state, or federal statute, rule, or regulation, which plaintiff now has, owns, or holds, or claims to
3 have, own, or hold, or which she ever had, owned or held, whether known or unknown, suspected
4 or unsuspected, at any time prior to the date she executes this Joint Stipulation of Settlement
5 (collectively "Plaintiff's Released Claims"). Plaintiff's Released Claims include, without limitation,
6 any claims under Title VII of the Civil Rights Act of 1964, any claims for fraud, promises without
7 the intent to perform, intentional or negligent misrepresentation, breach of contract, breach of the
8 implied covenant of good faith and fair dealing, wrongful termination in violation of public policy,
9 retaliatory discharge, violations of the California Labor Code, violations of the Fair Labor Standards
10 Act, accounting, intentional or negligent infliction of emotional distress, violations of California
11 Business and Professions Code section 17200 et seq., or violations of the California Fair
12 Employment and Housing Act.

13 With respect to Plaintiff's Released Claims, Plaintiff stipulates and agrees that, upon the
14 Effective Date, he shall be deemed to have expressly waived and relinquished to the fullest extent
15 permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code
16 or any other similar provision under federal, state, or local law. Section 1542 provides:

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

23 Plaintiff may hereafter discover facts in addition to or different from those which they now
24 know or believe to be true with respect to the subject matter of Plaintiff's Released Claims, but
25 Plaintiff, upon the Effective Date, shall be deemed to have fully, finally, and forever settled and
26 released any and all of Plaintiff's Released Claims, known or unknown, suspected or unsuspected,
27 contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore
28 have existed, upon any theory of law or equity now existing or coming into existence in the future,
including, without limitation, conduct which is negligent, intentional, with or without malice, or a

1 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such
2 different or additional facts.

3 Plaintiff represents, covenants, and warrants that he is the owner of all of Plaintiff's Released
4 Claims, and that he has not directly or indirectly assigned, transferred, or encumbered, or purported
5 to assign, transfer or encumber to any person or entity, whether by operation of law or otherwise,
6 any portion of Plaintiff's Released Claims.

7 Plaintiff shall not be permitted to seek any further payment or any personal relief of any
8 kind, including any payment for damages, wages, fees, costs, penalties, or interest, other than the
9 consideration he is receiving under this Joint Stipulation of Settlement, on account of Plaintiff's
10 Released Claims. Exempted from this release shall be the amount Plaintiff is paid as an
11 Enhancement Payment, Individual Settlement Payment, or Individual PAGA Payment, and any
12 claims that are currently subject to any workers' compensation claim; except, however, these
13 releases shall include and extend to claims under California Labor Code section 132a.

14 **XIII. COVENANT NOT TO SUE OR SEEK RECOVERY**

15 Plaintiff hereby warrants and represents that he has not filed any complaint, lawsuit,
16 grievance, demand for arbitration, charge, and/or other claim against any of the Released Parties,
17 with any court, governmental or administrative agency, or entity asserting any claim or claims based
18 on any of Plaintiff's Released Claims, other than the Action and the letters to the LWDA concerning
19 the allegations in the Action.

20 **XIV. PROCEDURE FOR OBTAINING PRELIMINARY APPROVAL OF JOINT** 21 **STIPULATION OF SETTLEMENT**

22 The Parties agree to work cooperatively to obtain preliminary and final approval of the
23 Settlement. The Parties shall cooperate in limiting the Superior Court proceedings to those necessary
24 for such preliminary and final approval. The Parties agree to take all steps reasonably necessary to
25 secure both preliminary and final approval of the Settlement.

26 **XV. PROCEDURES FOR NOTICE, SUBMITTING REQUESTS FOR EXCLUSION,** 27 **OBJECTIONS, AND FINAL SETTLEMENT APPROVAL**

28 Class Notices and Requests for Exclusion. Within fifteen (15) calendar days after entry of

1 the Preliminary Approval Order, Defendant shall provide the Settlement Administrator the name,
2 last known address, and Social Security number of each Settlement Class Member, along with their
3 dates of employment and any other information needed to calculate Individual Settlement Payments
4 and Individual PAGA Payments ("Class Data"). The Settlement Administrator will keep this
5 information confidential and use it only for the purposes described herein.

6 Within fifteen (15) calendar days of receipt of the Class Data from Defendant, the Settlement
7 Administrator shall mail the Class Notice to all Settlement Class Members via first-class U.S. mail.
8 Prior to mailing the Class Notice, the Settlement Administrator shall run a check of the addresses in
9 the Class Data against the United States Postal Service National Change of Address Database
10 ("NCOA") to update for any reported address changes. If any Class Notice is returned as
11 undeliverable without a forwarding address, the Settlement Administrator shall take appropriate
12 steps to identify a current proper address for that Settlement Class Member, including conducting a
13 "standard search," also known as a "skip trace" or "credit header" search. The Settlement
14 Administrator shall then re-mail the Class Notice to the updated address. If a Class Notice is returned
15 to the Settlement Administrator as undeliverable with a forwarding address, the Settlement
16 Administrator will promptly forward the Class Notice to the address.

17 The Class Notice shall provide that any Settlement Class Member may dispute the number
18 of Pay Periods credited to them in their Class Notice. If any Settlement Class Member disputes
19 their Pay Periods information used to calculate the Individual Settlement Payment or Individual
20 PAGA Payment, the Settlement Class Member may state the basis of his or her disagreement and
21 submit documentation supporting the Settlement Class Member's position, by not later than the
22 Response Deadline. The Settlement Administrator shall notify Class Counsel and Defendant's
23 counsel of any dispute so raised. The Settlement Administrator will review Defendant's records and
24 consult Defendant's counsel and Class Counsel to determine if there is a discrepancy. The
25 Settlement Administrator will decide the dispute using Defendant's records and the decision of the
26 Settlement Administrator shall be final.

27 Along with the Class Notice, each Settlement Class Member shall also receive instructions
28 on what needs to be stated in the Request for Exclusion if the Settlement Class Member wants to be

1 excluded from this Settlement. If a Settlement Class Member wishes to Opt-Out from this
2 Settlement, and from the release of claims pursuant to this Settlement, he or she shall submit an
3 "Opt-Out Letter" or "Request for Exclusion" directly to the Settlement Administrator that must be
4 mailed or faxed and postmarked or fax-stamped on or before the Response Deadline, or within
5 fifteen (15) calendar days after the postmark of a Class Notice re-mailed to a corrected address for
6 that Settlement Class Member, whichever is later. The written Request for Exclusion shall: (1) make
7 the following statement or a similar statement: "I wish to exclude myself from the settlement reached
8 in the matter of Landero v. Hardy & Harper, Inc., et al. I understand that, by excluding myself, I
9 will not receive any money (other than the PAGA Settlement Amount) from the settlement reached
10 in this matter"; (2) contain the name, address, and the last four digits of the Social Security number
11 of the person requesting exclusion; (3) be signed by the Settlement Class Member; and (4) be
12 postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator
13 at the specified address or fax telephone number stated in the Class Notice. However, the Request
14 for Exclusion will be valid unless it is not timely submitted, is not signed by the Settlement Class
15 Member, or does not contain the name and address of the Settlement Class Member. The date of the
16 postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the
17 exclusive means used to determine whether the Request for Exclusion was timely submitted. Any
18 Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled
19 to any recovery under the Settlement, will not be bound by the terms of the Settlement, and will not
20 have any right to object, appeal, or comment thereon, except he or she shall receive his or her PAGA
21 share of the settlement if he or she is a PAGA Employee (since he or she cannot opt out of the
22 PAGA settlement). Settlement Class Members who fail to submit a valid and timely written Request
23 for Exclusion on or before the Response Deadline shall be bound by all the terms of the Settlement
24 and any Judgment.

25 The Settlement Administrator shall maintain a list of persons who have excluded themselves
26 and shall include the names of the Settlement Class Members who Opt-Out in his/her declaration in
27 support of final approval. The Settlement Administrator shall retain the originals of all Requests for
28 Exclusion letters (including the envelopes with the postmarks) received and shall make copies or

1 the originals available to Defendant's counsel or Class Counsel upon request.

2 Procedure for Obtaining Final Superior Court Approval of Settlement; Objections. The Class
3 Notice shall provide that any Participating Class Member who wishes to object to this Joint
4 Stipulation of Settlement must mail to the Settlement Administrator by first class mail a written
5 statement objecting to this Joint Stipulation of Settlement setting forth the legal and factual grounds
6 for any objections ("Objection"), or if no written objection is submitted, the Participating Class
7 Member may still appear at the final settlement hearing to object. Such written objections should be
8 mailed and postmarked or fax-stamped on or before the Response Deadline, or within fifteen (15)
9 calendar days after the postmark of a Class Notice re-mailed to a corrected address for that
10 Settlement Class Member, whichever is later.

11 The written Objection shall: (1) contain the name, address, and the last four digits of the
12 Social Security number of the person objecting; (2) be signed by the Participating Class Member;
13 (3) state the grounds on which the Participating Class Member is objecting as well as any documents
14 or evidence supporting his or her objection(s); and (4) be postmarked or fax stamped by the
15 Response Deadline and returned to the Settlement Administrator at the specified address or fax
16 telephone number stated in the Class Notice. Upon receipt of any Objections, the Settlement
17 Administrator will forward copies of said Objections to Class Counsel and Defense counsel. To the
18 extent that the Participating Class Member is represented by counsel, his/her attorney shall file with
19 the Superior Court a notice of appearance providing the attorney's contact information.

20 Approximately thirty (30) calendar days after the Response Deadline or as determined by
21 the Superior Court, the Superior Court shall conduct a final settlement hearing to determine whether
22 to finally approve this Joint Stipulation of Settlement and to determine Class Counsel's request for
23 Attorneys' Fees and Costs, Enhancement Payment to Plaintiff, and the cost for administering the
24 Settlement to the Settlement Administrator. Within ten (10) calendar days after the Response
25 Deadline, the Settlement Administrator shall provide a declaration regarding the administration of
26 the Settlement, of all Opt Outs, and of any written objections described above. Class Counsel shall
27 prepare a memorandum of points and authorities in support of this Settlement and request for
28 Attorneys' Fees and Costs, Enhancement Payment, and administration costs, and shall file them

1 with the Superior Court, for purposes of the final settlement hearing.

2 After entry of the Judgment, the Superior Court shall have continuing jurisdiction over the
3 Action solely for purposes of addressing: (i) settlement administration matters; and (ii) such post-
4 Judgment matters as may be appropriate.

5 **XVI. TERMINATION OF SETTLEMENT**

6 In the event: (i) the Superior Court does not enter the Preliminary Approval Order without
7 material change; (ii) the Superior Court does not finally approve this Joint Stipulation of Settlement
8 without material change; (iii) the Superior Court does not enter the Judgment without material
9 change; (iv) the Judgment is materially modified or reversed upon review by a higher court; or (v)
10 this Settlement does not become final for any other reason (except as provided below), Plaintiff or
11 Defendant may, in their sole and absolute discretion, terminate this Joint Stipulation of Settlement.
12 In the case of such a termination, this Joint Stipulation of Settlement shall be null and void as if it
13 had never been executed, the Parties shall be returned to their respective statuses as of the date and
14 time immediately prior to the execution of this Joint Stipulation of Settlement, and Plaintiff and
15 Defendant shall proceed with the Action in all respects as if this Joint Stipulation of Settlement had
16 not been executed. Prior to either Party exercising an option to terminate the Settlement, the Parties
17 agree to meet and confer in good faith to resolve the issue(s) and proceed in a manner most likely
18 to result in approval of the Settlement. As provided above, the Superior Court's failure to award the
19 amount of costs, attorneys' fees, or Enhancement Payment sought by Class Counsel or by Plaintiff
20 shall not be a material change or entitle Plaintiff or Class Counsel to terminate this Settlement.

21 **XVII. DEFENDANTS' OPTION TO TERMINATE JOINT STIPULATION OF** 22 **SETTLEMENT**

23 If ten percent (10%) or more of the Settlement Class Members submit complete and timely
24 Requests for Exclusion, Defendant shall have, in its sole and absolute discretion, the option to
25 terminate this Joint Stipulation of Settlement. Defendant shall be entitled to exercise these
26 termination rights by providing written notice to Class Counsel at any time within fifteen (15)
27 calendar days of learning of the condition triggering termination. If Defendant exercises this option,
28 Defendant shall be solely responsible for all costs of administration.

1 In the case of a termination under this Section, this Joint Stipulation of Settlement shall be null and
2 void as if it had never been executed, the Parties shall be returned to their respective statuses as of
3 the date and time immediately prior to the execution of this Joint Stipulation of Settlement, and
4 Plaintiff and Defendant shall proceed with the Action in all respects as if this Joint Stipulation of
5 Settlement had not been executed.

6 **XVIII. MISCELLANEOUS**

7 The descriptive headings of any paragraphs or sections of this Joint Stipulation of Settlement
8 are inserted for convenience of reference only and do not constitute a part of this Joint Stipulation
9 of Settlement.

10 The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings
11 necessary to implement and complete this Settlement, pending final approval of this Joint
12 Stipulation of Settlement. In the event an appeal is filed from the Judgment, or any other appellate
13 review is sought prior to the Effective Date, administration of this Joint Stipulation of Settlement
14 shall be stayed pending final resolution of the appeal or other appellate review.

15 No waiver of any term or provision of this Joint Stipulation of Settlement shall be binding unless in
16 writing and signed by the Party waiving the breach. This Joint Stipulation of Settlement may be
17 amended or modified only by a written instrument signed by counsel for all Parties or their
18 successors-in-interest.

19 This Joint Stipulation of Settlement constitutes the entire agreement among the Parties with
20 respect to the subject matter hereof, and fully supersedes all prior agreements and understandings
21 between the Parties with respect thereto. No oral representations, warranties, or inducements have
22 been made to any Party concerning this Joint Stipulation of Settlement other than the
23 representations, warranties, and covenants contained and memorialized in such documents.

24 In addition to the Parties, this Joint Stipulation of Settlement shall be binding upon, and shall
25 inure to the benefit of, the Parties' respective heirs, representatives, executors, administrators,
26 successors, and assigns.

27 This Joint Stipulation of Settlement is made and entered into in the State of California and
28 shall in all respects be interpreted, enforced, and governed under the laws of said state as applied to

1 transactions or events with contacts exclusively within California, and without applying California's
2 conflict of laws rules. The Parties agree that this Joint Stipulation may be enforced under Civil Code
3 section 664.6 and that any action arising out of or to enforce this Joint Stipulation of Settlement
4 shall be brought exclusively within San Bernardino County, California.

5 Counsel for all Parties warrant and represent that they are expressly authorized by the Parties
6 whom they represent to enter into this Joint Stipulation of Settlement, to take all appropriate action
7 required or permitted to be taken by such Parties pursuant to this Joint Stipulation of Settlement to
8 effectuate its terms, and to execute any other documents required to effectuate the terms of this Joint
9 Stipulation of Settlement. The Parties and their counsel will cooperate with each other and use their
10 best efforts to effect the implementation of this Joint Stipulation of Settlement.

11 The Parties agree that neither they nor their counsel will solicit or otherwise directly or
12 indirectly encourage Settlement Class Members to request exclusion from the Settlement Class, to
13 object to this Joint Stipulation of Settlement, or to appeal from the Judgment.

14 The Parties have cooperated in the drafting and preparation of this Joint Stipulation of
15 Settlement. This Joint Stipulation of Settlement shall not be construed against any Party on the basis
16 that such Party was the drafter.

17 Plaintiff and his counsel will not publicize or promote the fact, terms, or amount of this Joint
18 Stipulation of Settlement or the claims being settled through press release, press conference, or
19 postings on social media or websites until after final approval is granted. If asked for comment by
20 the media or third parties, Plaintiff shall respond only with "no comment" or statements agreed to
21 by Defendant. Class Counsel may refer to the settlement in adequacy of counsel declarations, and
22 following Preliminary Approval, may state on their websites that they settled a wage and hour class
23 action in the Superior Court and generally describe the claims at issue, provided that they describe
24 Defendant only as a "Defendant Employer." Further, the Parties understand and agree that Class
25 Counsel may disclose this Joint Stipulation of Settlement if ordered to do so by the Court, e.g., post
26 any settlement documents/orders on their respective websites and/or provide information to
27 Settlement Class Members about this Joint Stipulation of Settlement. This Joint Stipulation of
28 Settlement may also be used for the purpose of resolving related or overlapping lawsuits or claims

1 by showing the scope of releases and the res judicata bar.

2 To the fullest extent permitted by law, Plaintiff agrees to not disparage or publish or
3 disseminate information, whether oral or written, that is derogatory in any manner or which may be
4 harmful to any Released Party or their business or personal reputation, whether such information
5 was acquired before, during or after Plaintiff's employment with Defendant.

6 This Joint Stipulation of Settlement may be executed in counterparts, and when each Party
7 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
8 and, when taken together with other signed counterparts, shall constitute one Joint Stipulation of
9 Settlement, which shall be binding upon and effective as to all Parties. This Joint Stipulation of
10 Settlement may be signed through electronically exchanged documents (such as PDFs) which shall
11 be treated as original paper copy signatures.

12 The Parties believe that this is a fair, reasonable, and adequate Settlement and have arrived
13 at this Settlement through arms-length negotiations, taking into account all relevant factors, present
14 and potential.

15 Should any part, term or provision of this Joint Stipulation of Settlement, with the exception
16 of Sections IV, IX, XII, XIII, XVII, and XVIII, be declared or determined by any court or other
17 tribunal of appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable
18 part, term, or provision shall be deemed stricken and severed from this Joint Stipulation of
19 Settlement and any and all of the other terms of the Joint Stipulation of Settlement shall remain in
20 full force and effect to the fullest extent permitted by law. The Sections specified above in this
21 paragraph are of the essence of this Joint Stipulation of Settlement, and, should any term or provision
22 of those Sections be deemed invalid or unenforceable, the court making such determination shall
23 have the power to limit the term or provision, to delete or rewrite specific words or phrases in those
24 terms or provisions, or to replace any invalid or unenforceable term or provision to make the term
25 or provision valid and enforceable; provided that any such modification must come as close as
26 possible to expressing the intention of the invalid or unenforceable term or provision and provided
27 further that such changes may not eliminate or amend any Parties' termination rights under Sections
28 XVII or XVIII.

1 Nothing in this Joint Stipulation of Settlement shall restrict: (i) any right to file, testify, or
2 otherwise cooperate in the investigation of an administrative charge or complaint with the Equal
3 Employment Opportunity Commission, the National Labor Relations Board or other federal, state,
4 or local administrative or law enforcement agency, although Plaintiffs are waiving any right to
5 monetary recovery related to such a charge or complaint; (ii) any right to report allegedly unlawful
6 conduct pursuant to the "whistleblower" provisions of federal or state law or regulation, including
7 the right to receive awards pursuant to Section 21F of the Securities Exchange Act; (iii) any right to
8 communicate directly with, respond to an inquiry from, or provide testimony before, the Securities
9 and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other
10 self-regulatory organization or any other regulatory authority; or (iv) the Parties and their counsel
11 from complying with a valid subpoena, court order, or any other legal process requesting or
12 requiring production of this Joint Stipulation of Settlement, disclosure of the terms of this Joint
13 Stipulation of Settlement, or disclosure of anything else covered by the confidentiality provisions
14 of this Joint Stipulation of Settlement, provided that, upon receiving such a subpoena, process, or
15 court order, the receiving Party shall immediately give notice to the other Party or the other Party's
16 counsel, identify the subpoena, process, or court order, and state the time in which production or
17 disclosure is required, so as to afford the other Party an opportunity to obtain an order barring such
18 production or disclosure.

19 In any proceeding to enforce or construe this Joint Stipulation of Settlement, the prevailing
20 Party shall be entitled to recover its costs and attorney's fees.

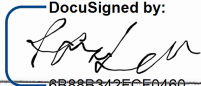
21 This Agreement may not be changed, altered, or modified, except in a writing signed by the
22 Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates
23 contained in this Agreement may be modified by agreement of the Parties without Court approval
24 if the Parties agree and cause exists for such modification. This Agreement may not be discharged
25 except by performance in accordance with its terms or by a writing signed by the Parties.

26 This Agreement and the Exhibit hereto contain the entire agreement between the Parties
27 relating to the resolution of the Litigation. No rights under this Settlement may be waived except
28 in writing and signed by the Party against whom such waiver is to be enforced.

1 This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective
2 heirs, trustees, executors, administrators, successors, and assigns.

3 This Settlement Agreement may be amended or modified only by a written instrument signed by
4 the named Parties and/or counsel for all Parties or their successors-in-interest.

5
6 Dated: June 12, 2024, 2024 **PLAINTIFF ROMAN LANDERO**

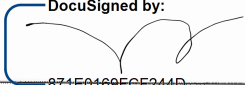
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8 By:  DocuSigned by:
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10 Dated: June 12, 2024 **DEFENDANT HARDY & HARPER, INC.**

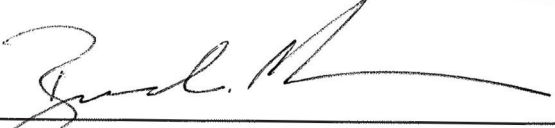
11
12 By: 
13 Name: Kristen S. Paulino
14 Title: Corp. Secretary

15
16 Approved as to Form:

17 **LAVI & EBRAHIMIAN, LLP**

18
19 Dated: June 12, 2024, 2024 By:  DocuSigned by:
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20 Joseph Lavi, Esq.
21 Vincent C. Granberry, Esq.
22 Arthur Adamian, Esq.
23 Counsel for Plaintiff, on behalf of himself and all
24 others similarly situated

25 **LITTLER MENDELSON P.C.**

26
27 Dated: June 12, 2024 By: 
28 Bradley Schwan, Esq.
Susie Keshishyan, Esq.
Counsel for Defendant Hardy & Harper, Inc.

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