

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,”
3 or “Settlement Agreement”) is made by and between Plaintiff Luis Martinez (“Plaintiff”), on his
4 own behalf and on behalf of all members of the Settlement Class, as defined below, on the one
5 hand, and Defendants DoubleCo, Inc. and R&D Fasteners (“Defendants”) on the other hand
6 (Plaintiff and Defendants are collectively referred to as the “Parties”), in the lawsuit entitled *Luis*
7 *Martinez v. DoubleCo, Inc., et al.*, filed in San Bernardino County Superior Court, Case No.
8 CIVSB2210491 (the “Action”). This Settlement resolves all claims that were asserted or could
9 have been asserted against Defendants pertaining to the claims in the Action.

10 **I. DEFINITIONS**

11 **A. “Administration Costs”** means all fees and costs incurred or charged by the
12 Settlement Administrator in connection with the execution of its duties under this Settlement.

13 **B. “Attorneys’ Fees”** means all amounts allocated to Class Counsel for reasonable
14 past and future attorneys’ fees necessary to prosecute, settle, and administer the Action and this
15 Settlement, which shall be paid from the Gross Settlement Amount.

16 **C. “Class Counsel” or “Plaintiff’s Counsel”** collectively means Edwin Aiwazian,
17 Arby Aiwazian, and Joanna Ghosh of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne
18 of Parker & Minne, LLP.

19 **D. “Class Members”** means all current and former hourly-paid or non-exempt
20 employees who worked for Defendants within the State of California at any time during the Class
21 Period (collectively referred to as the “Class”). For the avoidance of doubt, unless otherwise
22 specified by context, “Class Members” includes the Class Representative.

23 **E. “Class Period”** means the period from May 26, 2018 through December 31, 2023,
24 unless the escalator clause contained in Section VIII(B) of this Agreement is triggered and
25 Defendants elect to end the Class Period on a date prior to the date on which the number of
26 Workweeks during the Class Period does not exceed 27,073 Workweeks, in which case the Class
27 Period will be the period from May 26, 2018 through the date on which the number of Workweeks
28 during the Class Period does not exceed 27,073 Workweeks.

- 1 **F. “Class Representative” or “Plaintiff”** means Luis Martinez.
- 2 **G. “Class Representative Enhancement Award”** means payment to the Class
3 Representative for his services and efforts on behalf of the Class Members and PAGA Members in
4 this Action.
- 5 **H. “Class Settlement”** means the settlement and release of Released Class Claims, as
6 defined in Section VII(A) of this Agreement.
- 7 **I. “Court”** means the Superior Court of the State of California for the County of San
8 Bernardino.
- 9 **J. “Defendants’ Counsel”** means Mohammad N. Khan, Benjamin S. Miller, and Rishi
10 S. Bhatt of MNK Law, APC.
- 11 **K. “Effective Date”** means: the later of: (a) if no timely objections are filed or if all
12 objections are withdrawn, the date upon which the Court enters the Final Approval Order; (b) if an
13 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed;
14 or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal
15 in a way that does not alter the terms of the Settlement.
- 16 **L. “Final Approval Hearing”** means the hearing to be conducted by the Court to
17 consider final approval of this Settlement.
- 18 **M. “Final Approval Order”** as used herein means the final formal judgment entered
19 by the Court granting final approval of this Agreement.
- 20 **N. “Gross Settlement Amount”** means the sum of Nine Hundred and Ninety
21 Thousand Dollars and Zero Cents (\$990,000.00), which shall be paid by Defendants, and from
22 which all Individual Settlement Payments pursuant to Section XII, Court-approved Attorneys’ Fees
23 and Litigation Costs pursuant to Section XIV, Administration Costs pursuant to Section IX, Class
24 Representative Enhancement Award pursuant to Section XV, and PAGA Penalties pursuant to
25 Section XVII shall be made, except as provided herein.
- 26 **O. “Individual Settlement Payments”** means payments made to the Participating
27 Class Members from the Net Settlement Amount as part of the Settlement.
- 28 **P. “Individual PAGA Payments”** means payments made to the PAGA Members

1 from the Employee PAGA Amount that PAGA Members are eligible to receive under the PAGA
2 Settlement.

3 **Q. “Litigation Costs”** means all past and future litigation costs and expenses necessary
4 to prosecute, settle, and administer the Action and the Settlement, incurred or to be incurred by
5 Class Counsel, which shall be paid from the Gross Settlement Amount.

6 **R. “Net Settlement Amount”** means the Gross Settlement Amount minus any Court-
7 approved award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel,
8 Administration Costs to the Settlement Administrator, Class Representative Enhancement Award
9 to Plaintiff, and PAGA Penalties, and as provided in Sections VIII, IX, XIV, XV, and XVII.

10 **S. “PAGA Members”** means all current and former hourly-paid or non-exempt
11 employees who worked for Defendants within the State of California at any time during the PAGA
12 Period (collectively referred to as the “PAGA Members”).

13 **T. “PAGA Penalties”** means the amount of One Hundred Thousand Dollars and Zero
14 Cents (\$100,000.00) from the Gross Settlement Amount which will be allocated toward penalties
15 under the Private Attorneys General Act, California Labor Code § 2698 et seq., of which seventy-
16 five percent (75%) will be paid to the Labor and Workforce Development Agency (i.e., the “LWDA
17 Payment”), and twenty-five percent (25%) will be distributed to the PAGA Members (i.e., the
18 “Employee PAGA Amount”).

19 **U. “PAGA Period”** means the period from March 22, 2021 through December 31,
20 2023, unless the escalator clause contained in Section VIII(B) of this Agreement is triggered and
21 Defendants elect to end the Class Period on a date prior to the date on which the number of
22 Workweeks during the Class Period does not exceed 27,073 Workweeks, in which case the PAGA
23 Period will be the period from March 22, 2021 through the date on which the number of Workweeks
24 during the Class Period does not exceed 27,073 Workweeks.

25 **V. “PAGA Settlement”** means the settlement and release of Released PAGA Claims,
26 as defined in Section VII(B) of this Agreement).

27 **W. “Participating Class Members”** means all Class Members who do not submit a
28 timely and valid Request for Exclusion.

1 **X. “Pay Periods”** means the number of pay periods that a PAGA Member worked for
2 Defendants as an hourly-paid or non-exempt employee in California during the PAGA Period
3 (based on the number of pay periods in the Class List that Defendants provide to the Settlement
4 Administrator). Each PAGA Member will be credited with at least one (1) Pay Period. A Pay
5 Period includes any pay period in which a PAGA Member had a time worked entry in Defendants’
6 timekeeping system.

7 **Y. “Request for Exclusion”** means a written statement requesting exclusion from the
8 Class Settlement as provided in Section X(C), and which (1) contains the case name and number
9 of the Action, (2) contains the Class Member’s full name, address, telephone number, and last four
10 digits of his or her Social Security number; (3) is signed by the Class Member or his or her
11 authorized representative; (4) contains a clear statement that the Class Member requests to be
12 excluded from the Class Settlement; and (5) is sent to the Settlement Administrator, postmarked no
13 later than the Response Deadline (as defined in Section X(A)(5) of this Agreement).

14 **Z. “Settlement”** means the disposition and agreement to resolve the Action in its
15 entirety in accordance with this Agreement.

16 **AA. “Settlement Administrator”** means Phoenix Settlement Administrators
17 (“Phoenix”), the settlement administrator selected by the Parties, and which will be responsible for
18 the administration of the Gross Settlement Amount, as defined below, and all related matters. The
19 Parties each represent that they do not have any financial interest in the Settlement Administrator
20 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
21 interest.

22 **BB. “Workweeks”** means the number of weeks that a Class Member worked for
23 Defendants as an hourly-paid or non-exempt employee in California during the Class Period (based
24 on the number of workweeks in the Class List that Defendants provide to the Settlement
25 Administrator). Each Class Member will be credited with at least one (1) Workweek. A Workweek
26 includes any week in which a Class Member had a time worked entry in Defendants’ timekeeping
27 system.

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1 **II. BACKGROUND**

2 **A.** On March 22, 2022, Plaintiff sent a letter to the Labor and Workforce Development
3 Agency (“LWDA”), pursuant to California Labor Code section 2699.3, providing notice of his
4 intent to seek civil penalties under the Private Attorneys General Act, California Labor Code
5 section 2698, et seq., for Defendants’ alleged violations of California Labor Code sections 201,
6 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800
7 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-
8 2001, 4-2001, and 7-2001 (“LWDA Letter”).

9 **B.** On May 26, 2022, Plaintiff filed the Class Action Complaint for Damages &
10 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.
11 (“Complaint”) in the San Bernardino County Superior Court. In the Action, Plaintiff alleges, *inter*
12 *alia*, on behalf of himself and all others similarly situated, that Defendants violated the following
13 provisions of the California Labor Code: (1) California Labor Code sections 510 and 1198 (failure
14 to pay overtime); (2) California Labor Code sections 226.7 and 512(a) (failure to provide compliant
15 meal periods and associated premiums); (3) California Labor Code section 226.7 (failure to provide
16 rest periods and associated premiums); (4) California Labor Code sections 1194, 1197, and 1197.1
17 (failure to pay minimum wages); (5) California Labor Code sections 201-203 (failure to timely pay
18 final wages); (6) California Labor Code section 204 (failure to timely pay wages during
19 employment); (7) California Labor Code section 226(a) (failure to provide accurate wage
20 statements); (8) California Labor Code section 1174(d) (failure to keep requisite payroll records);
21 (9) California Labor Code sections 2800 and 2802 (failure to reimburse necessary business
22 expenses); (10) California Business & Professions Code sections 17200, *et seq.*; and (11) California
23 Labor Code sections 2698, et seq. Defendants deny the allegations, deny any failure to comply
24 with the laws identified in the Action, and deny any and all liability for the causes of action alleged.

25 **C.** On July 13, 2023, Plaintiff and Defendants participated in a full day of mediation
26 presided over by Lynn Frank, Esq., which led to this Agreement to settle the Action. Prior to the
27 mediation, Plaintiff obtained, through informal discovery, voluminous documents and data
28 (including human resource documents and policies, time records, and wage statements), which

1 were reviewed, investigated, and analyzed by Class Counsel.

2 **D.** Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations
3 with Defendants concerning possible settlement of the claims asserted in the Action. These good
4 faith, arms-length negotiations resulted in settlement of the Action and are memorialized in this
5 Settlement Agreement after extensive negotiations about the terms and conditions of the
6 Settlement.

7 **E.** Class Counsel has conducted an investigation of the law and facts relating to the
8 claims asserted in the Action and has concluded, taking into account the sharply contested issues
9 involved, the defenses asserted by Defendants, the expense and time necessary to pursue the Action
10 through trial and any appeals, the risks and costs of further prosecution of the Action, the risk of an
11 adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received
12 by Plaintiff, the Class Members, the PAGA Members, and the State of California pursuant to this
13 Agreement, that a settlement with Defendants on the terms and conditions set forth herein is fair,
14 reasonable, adequate, and in the best interests of the Class, the PAGA Members, and the State of
15 California. Plaintiff, on his own behalf, on behalf of the Class, and as a private attorney general on
16 behalf of the State of California with respect to PAGA Members, has agreed to knowingly and
17 voluntarily settle the Action with Defendants on the terms set forth herein.

18 **F.** Defendants have concluded that, because of the substantial expense of defending
19 against the Action, the length of time necessary to resolve the issues presented herein, the
20 inconvenience involved, and the concomitant disruption to their business operations, it is in
21 Defendants' best interest to accept the terms of this Agreement. Defendants deny each of the
22 allegations and claims asserted against them in the Action. However, Defendants nevertheless
23 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
24 continuing litigation and for the purpose of putting to rest the controversies engendered by the
25 Action.

26 **G.** This Agreement is intended to and does effectuate the full, final, and complete
27 settlement of all allegations and claims in the Action.

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1 **III. JURISDICTION**

2 The Court has jurisdiction over the Parties and the subject matter of this Action. The Action
3 includes claims that, while Defendants deny them in their entirety, would, if proven, authorize the
4 Court to grant relief pursuant to the applicable statutes. After the Court has granted final approval
5 of the Settlement and after the Court has ordered the entry of judgment, pursuant to California Code
6 of Civil Procedure Section 664.6, the Court shall retain jurisdiction of the Action solely for the
7 purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set
8 forth herein.

9 **IV. STIPULATION OF CLASS CERTIFICATION**

10 **A.** The Parties stipulate to the certification of the Class for purposes of settlement only.
11 This stipulation is contingent upon the preliminary and final approval and certification of the Class
12 only for purposes of settlement. Should the Settlement not become final, for whatever reason, the
13 fact that the Parties were willing to stipulate provisionally to class certification as part of the
14 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of
15 whether a class should be certified in a non-settlement context in the Action. Defendants expressly
16 reserve the right to oppose class certification and/or proactively move to deny certification, and
17 Defendants reserve all available defenses to the claims in the Action, should this Settlement be
18 modified or reversed on appeal or otherwise not become final.

19 **B.** The Parties agree that class certification pursuant to California Code of Civil
20 Procedure Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
21 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
22 should be certified or given collective treatment in the Action or in any other action or proceeding.
23 Further, neither this Agreement nor the Court's actions with regard to this Agreement will be
24 admissible in any court or other tribunal regarding the propriety of class certification or collective
25 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
26 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
27 limited, or affected in any way any claims, rights, or remedies in the Action, and Defendants will
28 not be deemed to have waived, limited, or affected in any way any of its objections or defenses in

1 the Action.

2 **V. MOTION FOR PRELIMINARY APPROVAL**

3 **A.** Plaintiff will prepare and file a motion for an order preliminarily approving the
4 Settlement including the Notice of Class Action Settlement (“Class Notice”), which is attached
5 hereto as “**Exhibit A**,” and including certification of the Class for settlement purposes only. Such
6 motion shall include: (i) a memorandum of points and authorities in support of the Motion for
7 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft
8 proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed
9 declaration from the Administrator attaching its “not to exceed” bid for administering the
10 Settlement and attesting to its willingness to serve; competency; operative procedures for protecting
11 the security of the Class List; amounts of insurance coverage for any data breach, defalcation of
12 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with
13 Class Members; and the nature and extent of any financial relationship with Plaintiff or Class
14 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
15 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members;
16 and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent
17 the Class Members. In their declarations, Class Counsel shall state whether they are aware of any
18 other pending class action litigation or PAGA litigation asserting claims that will be released by
19 the Settlement.

20 **B.** The date that the Court enters an order granting preliminary approval of the
21 Settlement will be the “Preliminary Approval Date.”

22 **C.** Class Counsel will prepare the motion for preliminary approval of the Settlement
23 based on this Agreement and will provide Defendants’ Counsel the opportunity to review it before
24 it is filed. Defendants agree that they will not oppose Plaintiff’s Motion for Preliminary Approval
25 as long as it is in conformity with the Settlement Agreement, nor shall they seek to delay the hearing
26 on this motion for more than forty-five (45) days from the date obtained by Plaintiff for the hearing.
27 This is a material term of the Settlement and opposition by Defendants will be grounds for Plaintiff
28 to withdraw from the Settlement.

1 **D.** Any unresolved disagreement among the Parties concerning the Settlement will be
2 referred first to Lynn Frank, Esq., and if no resolution is reached, then to the Court.

3 **VI. STATEMENT OF NO ADMISSION**

4 **A.** This Agreement represents a compromise and settlement of highly disputed claims.
5 Defendants deny liability for any claim or cause of action asserted in the LWDA Letter and the
6 Action. Nothing in this Agreement constitutes, nor is intended to constitute, an admission by
7 Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against
8 them in the LWDA Letter and the Action. Nothing in this Agreement is intended or should be
9 construed as an admission by Defendants that any of the allegations contained in the Action or in
10 the LWDA Letter have merit or that Defendants have any liability for any claims asserted.

11 **B.** Whether or not the Final Approval Order becomes final, nothing in this Agreement,
12 nor any action taken in implementation thereof, nor any statements, discussions or communications,
13 nor any materials prepared, exchanged, issued or used during the course of the negotiations leading
14 to this Agreement or the Settlement, is intended by the Parties to constitute, nor will any of the
15 foregoing constitute, be introduced, be used or be admissible in any way in this case or any other
16 judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any
17 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order,
18 or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or
19 admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral,
20 administrative, investigative, or other forum or proceeding, as purported evidence of any violation
21 of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any
22 obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this
23 Agreement may be used and filed in any proceeding before the Court that has as its purpose the
24 interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the
25 Court entered in connection with implementation of this Agreement and/or the Settlement.

26 **C.** None of the documents produced or created by Plaintiff or the Class in connection
27 with settlement procedures constitute, and they are not intended to constitute, an admission by
28 either Plaintiff or Defendants regarding whether or not any violation of any federal, state, or local

1 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
2 equity has occurred.

3 **D.** Prior to the filing of the Motion for Preliminary Approval, Plaintiff and Class
4 Counsel agree that they will not disclose, disseminate and/or publicize, or cause or permit another
5 person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
6 indirectly, specifically or generally, to any person (including employees or former employees of
7 Defendants who are not Class Members), corporation, association, government agency, or other
8 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
9 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
10 report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5)
11 in response to an inquiry or subpoena issued by a state or federal government agency. Each Party
12 agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
13 seeking such information. Plaintiff and Class Counsel agree not to, directly or indirectly, initiate
14 any conversation or other communication, before the filing of the Motion for Preliminary Approval,
15 with any third party regarding this Agreement or the matters giving rise to this Agreement except
16 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
17 restrict Class Counsel's communications with Class Members in accordance with Class Counsel's
18 ethical obligations owed to Class Members.

19 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

20 **A. Release As to All Participating Class Members.**

21 Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and
22 all Participating Class Members, without the need to manually execute a release document and in
23 exchange for the consideration recited in this Agreement, on behalf of himself or herself and on
24 behalf of his or her current, former, and future heirs, executors, administrators, attorneys, agents,
25 and assigns, fully, finally and forever waive, release, and discharge Defendants, and their past,
26 present and/or future, direct and/or indirect, officers, directors, members, managers, employees,
27 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
28 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers

(collectively, “Released Parties”) of any and all claims that were alleged in the Action or could have been alleged based on the factual allegations and legal theories in the Action occurring within the Class Period, including the following claims, under any legal theory of liability for: (1) alleged failure to pay overtime wages; (2) alleged failure to provide meal periods; (3) alleged failure to provide rest periods; (4) alleged failure to pay all minimum wages owed; (5) alleged failure to pay all wages owed at termination; (6) alleged failure to pay all wages in a timely manner during employment; (7) alleged failure to furnish accurate itemized wage statements; (8) alleged failure to maintain adequate payroll records; (9) alleged failure to reimburse all necessary business expenses; (10) alleged unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Complaint pursuant to California Business & Professions Code sections 17200, et seq.; (11) alleged violations of California Labor Code Sections 201-203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders; and (12) any claim for costs and attorneys’ fees and expenses (collectively, “Released Class Claims”).

The release contained in this Section VII(A) does not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker’s compensation, or claims based on events occurring outside the Class Period.

B. Release as to State of California and PAGA Members.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff, the State of California, and PAGA Members, without the need to manually execute a release document and in exchange for the consideration recited in this Agreement, on behalf of himself or herself and on behalf of his or her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, fully, finally and forever waive, release, and discharge Released Parties of any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising during the PAGA Period, that were alleged in the LWDA Letter and Action, or that could have been alleged based on the factual allegations and legal theories in the LWDA Letter and Action, including alleged violations of California Labor

1 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
2 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter*
3 *alia*, Wage Orders 1-2001, 4-2001, and 7-2001 (collectively, “Released PAGA Claims”). Pursuant
4 to California law, no PAGA Member can opt out or object to the foregoing Released PAGA Claims.

5 **C. General Release by Plaintiff Only.**

6 In addition to the releases made in Section VII(A)-(B), Plaintiff makes the additional
7 following general release of all claims, known or unknown. Plaintiff knowingly and voluntarily
8 and fully, finally and forever releases and discharges the Released Parties from any and all claims,
9 demands, rights, liabilities and causes of action of every nature and description whatsoever, known
10 or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of
11 any state or federal statute, rule or regulation which Plaintiff has, owns or holds, or claims to have,
12 own or hold, or at any time prior to the Effective Date of this Agreement had, owned or held, or
13 claimed to have, own or hold, or may have against the Released Parties, excluding only claims that,
14 by law, may not be released. (The release set forth in this Section VII(C) shall be referred to
15 hereinafter as the “General Release.”)

16 With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective
17 Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent
18 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
19 or any other similar provision under federal or state law, which provides:

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

26 This release specifically excludes claims for unemployment insurance, state disability benefits,
27 social security, and workers compensation (with the exception of claims arising pursuant to
28 California Labor Code Sections 132(a) and 4553). Accordingly, if the facts relating in any manner
to this Settlement are found hereafter to be other than or different from the facts now believed to
be true, the release of claims contained herein shall be effective as to all unknown claims.

1 Plaintiff understands and acknowledges the significance and consequence of specifically
2 waiving Section 1542. Thus, notwithstanding the provisions of Section 1542, and to implement a
3 full and complete release and discharge of all parties, Plaintiff expressly acknowledges this
4 Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know
5 or suspect to exist in Plaintiff's favor at the time of signing this Agreement, and that this Agreement
6 contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this
7 Agreement, including this waiver of California Civil Code Section 1542, and that Plaintiff has
8 consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this
9 Agreement and specifically about the waiver of Section 1542, and that Plaintiff understands this
10 Agreement and the Section 1542 waiver, and so Plaintiff freely and knowingly enters into this
11 Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or
12 in addition to those Plaintiff now knows or believes to be true regarding the matters released or
13 described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained
14 in this Agreement shall remain effective in all respects notwithstanding any later discovery of any
15 different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in
16 connection with the true facts involved in the matters, disputes or controversies released or
17 described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

18 **VIII. MONETARY CONSIDERATION FOR SETTLEMENT**

19 **A. Consideration for This Agreement.**

20 As consideration for this Agreement, Defendants will make a payment that totals the Gross
21 Settlement Amount of \$990,000.00. The payment of the Gross Settlement Amount represents full
22 and complete settlement of this matter. The Gross Settlement Amount includes all Attorneys' Fees
23 and Litigation Costs, Settlement Administration Costs, Class Representative Enhancement Award
24 to Plaintiff, and PAGA Penalties. The balance of the Gross Settlement Amount, after deduction of
25 Attorneys' Fees and Litigation Costs, Settlement Administration Costs, Class Representative
26 Enhancement Award to Plaintiff, and PAGA Penalties, will be the Net Settlement Amount.
27 Defendants' employer payroll taxes and contributions in connection with the wages portion of the
28 Settlement ("Employer Taxes") shall be paid separately and in addition to the Gross Settlement

1 Amount.

2 **B. Potential Increase to the Settlement Amount.**

3 Defendants represented that the Class Members worked a total of 24,612 Workweeks during
4 the Class Period as of July 13, 2023. If the number of Workweeks during the Class Period is
5 actually more than 10% higher than 24,612, i.e., there are more than 27,073 Workweeks for the
6 referenced time period (“Workweeks Threshold”), Defendants shall have the option of either (i)
7 increasing the Gross Settlement Amount on a *pro rata* basis to the extent the Workweeks Threshold
8 is exceeded (for example, if the Workweeks for the referenced time period exceed the Workweeks
9 Threshold by 1%, then the Gross Settlement Amount will be increased by 1%); or (ii) adjusting the
10 end date of the Class Period to a date for which there are no more than 27,073 Workweeks (in
11 which case the end date of the PAGA Period shall also be changed such that it is consistent with
12 the end date of the Class Period).

13 **IX. SETTLEMENT ADMINISTRATOR**

14 Plaintiff and Defendants, through their respective counsel, have selected Phoenix
15 Settlement Administrators as the Settlement Administrator to administer the Settlement, which
16 includes but is not limited to, translating the Class Notice from English to Spanish, distributing and
17 responding to inquiries about the Class Notice, determining the timeliness, validity, and/or
18 completion of any objections, Requests for Exclusion, and/or Workweeks Disputes (as defined in
19 Section XI(A) of this Agreement), and calculating all amounts to be paid from the Net Settlement
20 Amount. Charges and expenses of the Settlement Administrator, estimated to be no more than
21 \$10,000.00, will be paid from the Gross Settlement Amount, subject to Court approval. Any
22 charges and expenses of the Settlement Administrator greater than the allocated \$10,000.00 will be
23 paid from the Gross Settlement Amount. If the actual Administration Costs awarded are less than
24 the amount provided herein, the difference will be part of the Net Settlement Amount. The Parties
25 agree that this Agreement may be provided to the Settlement Administrator to effectuate its
26 implementation of the settlement procedures herein.

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1 **X. NOTICE, OBJECTIONS, AND EXCLUSION RIGHTS**

2 **A. Notice to the Class.**

3 Plaintiff and Defendants, through their respective attorneys, have jointly prepared the Class
4 Notice, which in substance will be provided to the Class Members as follows:

5 1. As soon as practicable following preliminary approval of the Settlement, but
6 no later than fourteen (14) calendar days after the Preliminary Approval Date, Defendants will
7 provide to the Settlement Administrator—and only to the Settlement Administrator—the following
8 information for each Class Member in a Microsoft Excel Spreadsheet: (1) full name; (2) last known
9 address; (3) last known telephone number; (4) Social Security number; (5) start and end dates of
10 active employment as a non-exempt employee of Defendants in the State of California; (6) total
11 Workweeks during the Class Period; (7) total Pay Periods during the PAGA Period; and (8) any
12 other information required by the Settlement Administrator in order to effectuate the terms of the
13 Settlement (collectively, the “Class List”). This is a material term of the Settlement, and if
14 Defendants fail to comply, Plaintiff shall have the right to void the Settlement. Defendants further
15 agree to consult with the Settlement Administrator prior to the production date of the Class List to
16 ensure that the format will be acceptable to the Settlement Administrator. To protect Class
17 Members’ privacy rights, the Settlement Administrator must maintain such data in confidence, use
18 it only for purposes of this Settlement and for no other purpose, and restrict access to Settlement
19 Administrator employees who need to access the Class List to effect and perform under this
20 Agreement. Plaintiff’s Counsel shall also receive a redacted Class List that shall only disclose an
21 identification number attributed to each Class Member and their associated Workweeks during the
22 Class Period and Pay Periods during the PAGA Period. The Class List shall be presumed to be
23 correct for purposes of this Settlement. The Class List shall be used by the Settlement Administrator
24 solely for the purposes of providing the Class Notice and otherwise administering the Settlement.
25 This information will otherwise remain confidential and will not be disclosed to anyone, except as
26 required to applicable taxing authorities, as required to carry out the reasonable efforts to identify
27 Class Member information as described herein, pursuant to Defendants’ express written
28 authorization, or by order of the Court.

1 **2.** The Settlement Administrator shall run all the addresses provided through
2 the United States Postal Service NCOA database (which provides updated addresses for any
3 individual who has moved in the previous four years who has notified the U.S. Postal Service of a
4 forwarding address) to obtain current address information, and shall mail the Class Notice to the
5 Class Members via first-class U.S. Mail using the most current mailing address information
6 available, within seven (7) calendar days of the receipt of the Class List from Defendants.

7 **3.** The Class Notice will include information regarding the nature of the Action;
8 a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has
9 preliminarily approved the Settlement; the nature and scope of the claims being released; the
10 procedure and time period for objecting to the Class Settlement, the date and location of the Final
11 Approval Hearing; information regarding the procedure for opting out of the Class Settlement; the
12 number of Workweeks credited to each Class Member and the procedure for disputing the number
13 of Workweeks credited; and the estimated Individual Settlement Payment for each Class Member.

14 **4.** If a Class Notice is returned as undeliverable within thirty (30) calendar days
15 after the initial mailing, the Settlement Administrator will perform a skip trace in an attempt to
16 locate a more current address within three (3) business days of receipt of the returned mail. If the
17 Settlement Administrator is successful in locating an updated address, it will re-mail the Class
18 Notice to the Class Member as soon as possible. Further, any Class Notices returned with a
19 forwarding address to the Settlement Administrator before the Response Deadline (as defined in
20 the next Section), shall be re-mailed to the forwarding address affixed thereto.

21 **5.** Class Members will be given sixty (60) calendar days after the Class Notice
22 is initially mailed to the Class Members, to submit Workweeks Disputes (as defined in Section
23 XI(A) of this Agreement), Requests for Exclusion, and/or written objections (“Response
24 Deadline”). With respect to any Class Notice that is re-mailed, the Response Deadline for the Class
25 Member whose Class Notice is re-mailed will be extended an additional fifteen (15) calendar days
26 from the original Response Deadline.

27 **6.** No later than twenty-five (25) calendar days before the Final Approval
28 Hearing, the Settlement Administrator shall provide counsel for Defendants and Class Counsel with

1 a declaration attesting to the completion of the settlement notice administration process, including
2 the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices,
3 as well as the number of Workweeks Disputes, Requests for Exclusion, and objections received.

4 **B. Objections.**

5 Class Members who do not submit a Request for Exclusion may object to the Class
6 Settlement. To object to the Class Settlement, a Participating Class Member may send a written
7 objection to the Settlement Administrator or appear at the Final Approval Hearing with or without
8 submitting a written objection to the Class Settlement. The Participating Class Member may appear
9 personally or through an attorney, at his or her own expense, at the Final Approval Hearing to
10 present his or her objection directly to the Court. However, any attorney who will represent an
11 objector must file a notice of appearance with the Court and serve Class Counsel and Defendants'
12 Counsel no later than the Response Deadline. A written objection to the Class Settlement must:
13 (1) contain the case name and number of the Action; (2) contain the Participating Class Member's
14 full name, address, telephone number, signature, and last four digits of his or her Social Security
15 number; (3) clearly state the grounds for the objection; (4) state whether the Participating Class
16 Member intends to appear at the Final Approval Hearing; and (5) be mailed to the Settlement
17 Administrator, postmarked no later than the Response Deadline. If a Class Member objects to the
18 Class Settlement, the Class Member will remain a Participating Class Member and if the Court
19 approves this Agreement, the Participating Class Member will be bound by the terms of the Class
20 Settlement in the same way and to the same extent as a Participating Class Member who does not
21 object to the Class Settlement. The date of mailing of the Class Notice to the objecting Participating
22 Class Member shall be conclusively determined according to the records of the Settlement
23 Administrator. The Court retains final authority with respect to the consideration and admissibility
24 of any objections to the Class Settlement from Participating Class Members. The Class Notice
25 shall contain instructions on how to object to the Class Settlement.

26 **C. Opportunity to Be Excluded from the Class Settlement and Defendants' Opt-**
27 **Out Threshold.**

28 **1.** In order for any Class Member to validly exclude himself or herself from the

1 Class Settlement (i.e., to validly opt out of the Class Settlement), a Request for Exclusion must: (1)
2 contain the case name and number of the Action; (2) contain the Class Member's full name, address,
3 telephone number, and last four digits of his or her Social Security number; (3) be signed by the
4 Class Member or his or her authorized representative; (4) contain a clear statement that the Class
5 Member requests to be excluded from the Class Settlement; and (5) be sent to the Settlement
6 Administrator, postmarked no later than the Response Deadline. The Class Notice shall contain
7 instructions on how to opt out.

8 **2.** The date of the initial mailing of the Class Notice, and the date the signed
9 Request for Exclusion was postmarked, shall be conclusively determined according to the records
10 of the Settlement Administrator. Any Class Member who timely and validly submits a Request for
11 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class
12 Settlement, and will not have any right to object, appeal, or comment thereon.

13 **3.** Any Class Member who does not submit a timely and valid Request for
14 Exclusion to the Settlement Administrator will be deemed bound to the Class Settlement in
15 accordance with this Settlement. All PAGA Members shall be bound to the PAGA Settlement
16 regardless of their decision to participate in the Class Settlement.

17 **4.** In the event that more than ten percent (10%) of the Class Members exercise
18 their right to exclude themselves and opt out of the Class Settlement, Defendants retain the
19 exclusive right, but not the obligation, to withdraw from and terminate the Settlement and return
20 all Parties back to their same position before the Settlement was reached and the Settlement
21 Agreement was entered into. Defendants' Counsel shall meet and confer with Plaintiff's Counsel
22 before withdrawing from the Settlement pursuant to this provision. In the event that Defendants
23 exercise such rights under this Section, Plaintiff and Defendants shall be entitled to resume the
24 Action. Defendants must notify Class Counsel and the Court in writing of such a decision to
25 withdraw and terminate the Settlement no later than fourteen (14) calendar days after receiving
26 written notice from the Settlement Administrator that the number of opt outs exceed 10% of the
27 Class. In the event of Defendants' withdrawal, no Party may use the fact that the Parties agreed to
28 the Settlement for any reason, and Defendants shall pay all administration expenses incurred

1 through the date of termination of the Settlement. No other sums shall be payable by Defendants in
2 the event that this Settlement is voided as provided for herein.

3 **D. Non-Solicitation.**

4 The Parties and their respective counsel agree not to encourage, solicit, or entice members
5 of the Class to opt out of the Class Settlement or to object to the Class Settlement, directly or
6 indirectly, through any means, or to appeal from any judgment in this Action. However, if a Class
7 Member contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the
8 Class Member's options with respect to the Settlement.

9 **XI. WORKWEEKS/PAY PERIODS DISPUTE PROCEDURE**

10 **A.** If a Class Member and/or PAGA Member disputes the number of Workweeks
11 credited to him or her for the Class Period and/or the number of Pay Periods credited to him or her
12 for the PAGA Period, which will be set forth in the Class Notice, he or she must submit a written
13 dispute ("Workweeks Dispute") that: (1) contains the case name and number of the Action; (2)
14 contains the Class Member's full name, address, telephone number, signature, and last four digits
15 of his or her Social Security number; (3) contains a statement setting forth the number of
16 Workweeks during the Class Period and/or the number of Pay Periods during the PAGA Period
17 that he or she contends is correct and attaches any relevant documentation in support thereof; and
18 (4) is submitted to the Settlement Administrator by mail, postmarked no later than the Response
19 Deadline. If a Class Member and/or PAGA Member does not dispute his or her number of
20 Workweeks and/or Pay Periods, the number of Workweeks and the number of Pay Periods set forth
21 in the Class Notice will govern the Individual Settlement Payment to the Class Member and/or the
22 Individual PAGA Payment to the PAGA Member, and such individual need not take further action
23 to participate in the Settlement.

24 **B.** Upon timely receipt of any such challenge, the Settlement Administrator and
25 Defendants' Counsel will review the pertinent records showing the dates the Class Member worked
26 for Defendants in California and the number of Workweeks and/or Pay Periods worked, which
27 records Defendants agree to make available to the Settlement Administrator.

28 **C.** After consulting with Defendants' Counsel, the Settlement Administrator shall

1 compute the number of Workweeks and/or Pay Periods to be used in computing the Class
2 Member's *pro rata* share of the Net Settlement Amount and/or the PAGA Member's *pro rata* share
3 of the Employee PAGA Amount. In the event that there is a disparity between the number of
4 Workweeks a Class Member claims he or she worked during the Class Period and/or the number
5 of Pay Periods a PAGA Member claims he or she worked during the PAGA Period and the number
6 of Workweeks and/or PAGA Periods indicated by Defendants' records, Defendants' records will
7 have a presumption of accuracy which may be rebutted by records provided by the Class Member
8 and/or PAGA Member. The Settlement Administrator's decision as to the number of Workweeks
9 and/or the number of Pay Periods to be credited to a Class Member and/or PAGA Member shall be
10 final and non-appealable. The Settlement Administrator shall send written notice of the decision
11 on any such dispute to the Class Member and/or PAGA Member, to Class Counsel, and to
12 Defendants' Counsel within ten (10) calendar days of receipt of the Workweeks Dispute. Such
13 written notice to Class Counsel shall be redacted to remove all information of the Class Member
14 and/or PAGA Member except for the identification number attributed to such Class Member and/or
15 PAGA Member and the number of Workweeks and/or Pay Periods credited to such Class Member
16 and/or PAGA Member.

17 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

18 **A. Formula for Calculating Individual Settlement Payments.**

19 Participating Class Members will receive a lump sum payment as good and valuable
20 consideration for the waiver and release of Released Class Claims set forth in Section VII(A),
21 above, in an amount determined by the Settlement Administrator in accordance with the provisions
22 of this Agreement. Each Participating Class Member's Individual Settlement Payment will be
23 determined as follows:

24 **1.** Defendants will calculate the number of Workweeks of each Class Member
25 during the Class Period and include this information in the Class List.

26 **2.** The value of each Workweek shall be determined by the Settlement
27 Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all
28 Participating Class Members ("Class Workweek Value").

1 3. Each Participating Class Member's individual Workweeks will be multiplied
2 by the Class Workweek Value to arrive at his or her Individual Settlement Payment. Individual
3 Settlement Payments for each Participating Class Member will be reduced by any required legal
4 deductions for the employee's share of taxes and withholdings on the wages portion of the
5 Individual Settlement Payments.

6 **B. Formula for Calculating Individual PAGA Payments.**

7 PAGA Members will receive a lump sum payment as good and valuable consideration for
8 the waiver and release of Released PAGA Claims set forth in Section VII(B), above, in an amount
9 determined by the Settlement Administrator in accordance with the provisions of this Agreement.
10 Each PAGA Member's Individual PAGA Payment will be determined as follows:

11 1. Defendants will calculate the number of Pay Periods of each PAGA Member
12 during the PAGA Period ("PAGA Pay Periods") and include this information in the Class List.

13 2. The value of each PAGA Pay Period shall be determined by the Settlement
14 Administrator by dividing the Employee PAGA Amount by the total number of PAGA Pay Periods
15 of all PAGA Members ("PAGA Pay Period Point Value").

16 3. Each PAGA Member's individual PAGA Pay Periods will be multiplied by
17 the PAGA Pay Period Point Value to arrive at his or her Individual PAGA Payment.

18 **C. Funding of Settlement.**

19 Within fourteen (14) calendar days of the Effective Date, Defendants will deposit the Gross
20 Settlement Amount into the interest-bearing account established for administration of the
21 Settlement by the Settlement Administrator (the "Settlement Account"). Defendants shall have no
22 obligation to pay any additional funds into the Settlement Account. At no time prior to the Effective
23 Date shall Defendants be required to escrow (deposit) any portion of the Gross Settlement Amount.

24 **D. Time for Distribution.**

25 1. The Settlement Administrator shall distribute the Court-approved Attorney's
26 Fees and Litigation Costs to Class Counsel, Court-approved Class Representative Enhancement
27 Award to Plaintiff, Court-approved Administration Costs to the Settlement Administrator, LWDA
28 Payment to the LWDA, Individual Settlement Payments to Participating Class Members, and the

1 Individual PAGA Payments to PAGA Members within ten (10) calendar days following the full
2 funding of the Settlement.

3 2. If an Individual Settlement Payment and/or Individual PAGA Payment
4 check is returned to the Settlement Administrator as undeliverable within thirty (30) calendar days
5 of the mailing of the check, the Settlement Administrator shall promptly attempt to obtain a valid
6 mailing address by performing a skip trace search and, if another address is identified, shall mail
7 the check to the newly identified address. The Settlement Administrator may, at its discretion,
8 distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single
9 check that combines both payments (if applicable).

10 3. Any checks issued by the Settlement Administrator to Participating Class
11 Members and PAGA Members will be valid and negotiable for one hundred and eighty (180) days
12 after issuance, and thereafter, the checks will be cancelled. The funds remaining and associated
13 with cancelled Individual Settlement Payment and/or Individual PAGA Payment checks shall be
14 forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law,
15 California Civil Code § 1500, *et seq.*, to be held in trust for those Participating Class Members and
16 PAGA Members who did not timely cash their Settlement checks. The Parties agree that this
17 disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as all
18 payments to the Participating Class Members and PAGA Members will be paid out, whether or not
19 these individuals cash their Settlement checks.

20 4. Participating Class Members who fail to negotiate (cash) their check despite
21 the procedures detailed in this Agreement shall nonetheless remain bound by this Settlement and
22 the releases contained therein. PAGA Members who fail to negotiate (cash) their check despite the
23 procedures detailed in this Agreement shall nonetheless remain bound by this Settlement and the
24 releases contained therein.

25 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

26 The amounts paid under this Agreement do not represent a modification of any previously
27 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
28 Defendants. Such amounts will not form the basis for additional contributions to, benefits under,

1 or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by
2 Defendants' policies or bonus programs. Any payments made under the terms of this Settlement
3 shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages,
4 or any other form of compensation for the purposes of Defendants' benefit plan, policy, or bonus
5 program. Defendants retain the right to modify the language of its benefit plan, policies, and bonus
6 programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement
7 are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as
8 defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit
9 accrual, or any other purpose, and that additional contributions or benefits are not required by this
10 Settlement.

11 **XIV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

12 Defendants shall not oppose an application by Class Counsel for an amount up to thirty-
13 five percent (35%) of the Gross Settlement Amount (i.e., \$346,500.00, if the Gross Settlement
14 Amount remains at \$990,000.00) for all past and future attorneys' fees necessary to prosecute,
15 settle, and administer the Action and this Settlement. Additionally, Defendants shall not oppose an
16 application by Class Counsel for an amount up to Twenty-Five Thousand Dollars and Zero Cents
17 (\$25,000.00) for all past and future Litigation Costs and expenses necessary to prosecute, settle,
18 and administer the Action and the Settlement. Any Attorneys' Fees or Litigation Costs awarded to
19 Class Counsel by the Court as part of the Settlement shall be deducted from the Gross Settlement
20 Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these
21 amounts includes, without limitation, all time and expenses expended by Class Counsel in
22 implementing the Settlement and securing preliminary and final approval. There will be no
23 additional consideration paid by Defendants for such work; although such work may cause Class
24 Counsel's lodestar to increase, Class Counsel will be limited to the Attorneys' Fees and Litigation
25 Costs provided for under the Settlement. The Attorneys' Fees and Litigation Costs shall include
26 all attorneys' fees, litigation costs, and expenses for which Plaintiff and Class Counsel could claim
27 under any legal theory whatsoever with respect to the Action and any post-judgment proceeding
28 (including, without limitation, an appeal). Within ten (10) calendar days following the full funding

1 of the Settlement, the Settlement Administrator shall disburse payment to Class Counsel from the
2 Gross Settlement Amount for the Court-approved Attorneys' Fees and Litigation Costs, and one or
3 more IRS Forms 1099 will be issued to Class Counsel with respect to such payments. Should the
4 Court approve a lesser percentage or amount of Attorneys' Fees and/or Litigation Costs than the
5 amount that Class Counsel ultimately seeks, then any such unapproved portion or portions shall
6 become part of the Net Settlement Amount to be distributed to Participating Class Members on a
7 *pro rata* basis.

8 **XV. CLASS REPRESENTATIVE ENHANCEMENT AWARD TO PLAINTIFF**

9 Defendants shall not oppose an application by Plaintiff, and Plaintiff shall not seek or
10 receive an amount in excess of \$7,500.00 for his participation in and assistance with the Action.
11 Any Class Representative Enhancement Award awarded to Plaintiff by the Court as part of the
12 Settlement shall be deducted from the Gross Settlement Amount for the purpose of determining the
13 Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves a Class
14 Representative Enhancement Award of less than \$7,500.00 to Plaintiff, then the unapproved portion
15 or portions shall become part of the Net Settlement Amount to be distributed to Participating Class
16 Members on a *pro rata* basis.

17 **XVI. TAXATION AND ALLOCATION**

18 **A.** The Parties agree that all employees' share of employment taxes and other legally
19 required withholdings will be withheld from payments to the Participating Class Members and
20 Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for in
21 this Section.

22 **B.** In Defendants' sole discretion, and to which Plaintiff and Class Counsel do not
23 object, the amount of federal income tax withholding will be based upon a flat withholding rate for
24 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
25 supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local
26 withholding codes or regulations.

27 **C.** For withholding tax characterization purposes and payment of taxes, the Individual
28 Settlement Payments to Participating Class Members shall be deemed twenty percent (20%) wages

1 and eighty percent (80%) penalties, interest, and non-wage damages. The portion of the Individual
2 Settlement Payment representing wages shall be paid to each Participating Class Member subject
3 to any applicable employee-side tax withholdings and deductions, and the Settlement Administrator
4 shall issue an IRS Form W-2 to each Participating Class Member for that amount. The portion of
5 the Individual Settlement Payment representing penalties, interests, and non-wage damages shall
6 be paid to the Participating Class Member in full without deductions or withholdings, and the
7 Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member for that
8 amount.

9 **D.** For withholding tax characterization purposes and payment of taxes, the Individual
10 PAGA Payments to PAGA Members shall be deemed one hundred percent (100%) penalties. The
11 Settlement Administrator shall issue an IRS Form 1099 to PAGA Members for the amount of their
12 Individual PAGA Payments.

13 **E.** Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
14 required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement,
15 by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other
16 applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section
17 may be modified in a manner to bring Defendants into compliance with any such changes.

18 **F.** The employer’s share of payroll taxes and contributions on the wages portion of
19 Individual Settlement Payments will be paid by Defendants in addition to and not as a deduction
20 from the Gross Settlement Amount.

21 **XVII. PAGA ALLOCATION**

22 In order to implement the terms of this Settlement and to settle claims alleged under the
23 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
24 allocate One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Gross Settlement
25 Amount as PAGA Penalties. Seventy-five percent (75%) of the PAGA Penalties (i.e., \$75,000.00)
26 will be distributed to the LWDA, and twenty-five percent (25%) of the PAGA Penalties (i.e.,
27 \$25,000.00) will be distributed on a *pro-rata* basis to the PAGA Members. Plaintiff’s Counsel will
28 provide notice to the LWDA of the fact that the Settlement has been approved by the Court along

1 with a copy of the Final Approval Order through the appropriate LWDA/DIR website. PAGA
2 Members will be issued their Individual PAGA Payments regardless of their decision to opt-out of
3 the Class Settlement.

4 **XVIII. COURT APPROVAL**

5 **A.** This Agreement and the Settlement is contingent upon final approval by the Court
6 and entry of judgment. Plaintiff and Defendants agree to take all steps as may be reasonably
7 necessary to secure both preliminary approval and final approval of the Settlement, to the extent
8 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
9 in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all
10 respects. Plaintiff and Defendants expressly agree that they will not file any objection to the terms
11 of the Settlement or assist or encourage any person or entity to file any such objection.

12 **B.** In the event it becomes impossible to secure approval of the Settlement, the Parties
13 shall be restored to their respective positions in the Action, as of the date on which the Settlement
14 was reached, except as otherwise provided in Section XIX, below.

15 **C.** Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiff
16 and Class Counsel will prepare and file with the Court a Motion for Final Approval of the
17 Settlement, including final approval of the Administration Costs, Class Representative
18 Enhancement Award, and Attorneys' Fees and Litigation Costs, and a memorandum in support of
19 Plaintiff's motion ("Motion for Final Approval"). Unless the escalator provision outlined in
20 Section VIII(B) above has been triggered due to an increase in the number of Workweeks, Plaintiff
21 will not seek additional fees from Defendants or an increase in the Gross Settlement Amount as
22 part of the Motion for Final Approval. Defendants agree that they will not oppose Plaintiff's
23 Motion for Final Approval as long as it is in conformity with the Settlement Agreement.

24 **D.** If the Court does not grant final approval of the Settlement or grants final approval
25 conditioned on any material change to the Settlement that is not agreed to by one of the Parties,
26 then either Party will have the right to void this Settlement. If the Settlement is voided in such
27 manner, the Parties shall have no further obligations under the Settlement, including any obligation
28 by Defendants to pay the amounts that otherwise would have been payable under this Settlement.

1 However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel
2 for the Class Representative Enhancement Award, Attorneys' Fees, and/or Litigation Costs shall
3 not constitute a material change to the Settlement within the meaning of this paragraph.

4 **E.** Upon final approval of the Settlement by the Court at or after the Final Approval
5 Hearing, Class Counsel will present for the Court's approval and entry a Proposed Final Order and
6 Judgment. Entry of said order shall permanently bar all Participating Class Members from
7 prosecuting against Defendants all claims as set forth in the release contained in Section VII of this
8 Agreement during the Class Period. Participating Class Members shall waive all rights to appeal
9 from judgment, including all rights to post-judgment and appellate proceedings, the right to file
10 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.

11 **F.** Provided that the Final Approval Order is consistent with the terms and conditions
12 of this Settlement, Plaintiff, Participating Class Members, and Defendants hereby waive any and
13 all rights to appeal from the Final Approval Order, including all rights to any post-judgment
14 proceeding and appellate proceeding, such as a motion to vacate judgment, a motion under Code
15 of Civil Procedure Section 473, and any extraordinary writ, and the Final Approval Order therefore
16 will become non-appealable by them at the time it is entered. The waiver of appeal does not include
17 any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.
18 If an appeal is taken from the Final Approval Order, the time for consummation of the Settlement
19 (including Defendants' obligation to make payments under the Settlement) will be suspended until
20 such time as the appeal is finally resolved and the Final Approval Order and corresponding
21 judgment becomes final.

22 **G.** If a reviewing court vacates, reverses, or modifies the judgment in this Action in a
23 matter that requires a material modification of this Agreement, this Agreement shall become null
24 and void, and the Parties shall be restored to their previous status. However, an award by a
25 reviewing court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class
26 Representative Enhancement Award, Attorneys' Fees, and/or Litigation Costs shall not constitute
27 a material change to the Settlement within the meaning of this paragraph.

28 ///

1 **XIX. MISCELLANEOUS PROVISIONS**

2 **A. Interim Stay of Action.**

3 Plaintiff and Defendants agree to a stay of all proceedings in the Action, including with
4 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary
5 to implement and complete the Settlement, pending final approval of the Settlement by the Court.

6 **B. Interpretation and Enforcement of the Agreement.**

7 This Agreement constitutes the entire agreement between Plaintiff and Defendants. Except
8 as expressly provided herein, this Agreement has not been executed in reliance upon any other
9 written or oral representations or terms, and no such extrinsic oral or written representations or
10 terms shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties
11 agree that this Agreement is to be construed according to its terms and may not be varied or
12 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws
13 of the State of California, both in its procedural and substantive aspects, without regard to its
14 conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject
15 matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California
16 for the County of San Bernardino, and Plaintiff and Defendants hereby consent to the personal
17 jurisdiction of the Court over them solely in connection therewith. Plaintiff, on his own behalf, on
18 behalf of the Class, and on behalf of the State of California pursuant to PAGA, and Defendants
19 participated in the negotiation and drafting of this Agreement and had available to them the advice
20 and assistance of independent counsel. As such, neither Plaintiff nor Defendants may claim that
21 any ambiguity in this Agreement should be construed against the other. The terms and conditions
22 of this Agreement constitute the exclusive and final understanding and expression of all agreements
23 between Plaintiff and Defendants with respect to the Settlement.

24 **C. Cooperation.**

25 The Parties and their counsel will cooperate with each other and use their best efforts, in
26 good faith, to implement the Settlement by, among other things, modifying the Settlement
27 Agreement, submitting supplemental evidence, and supplementing points and authorities as
28 requested by the Court. In the event the Parties are unable to agree upon the form or content of any

1 document necessary to implement the Settlement, or on any modification of the Agreement that
2 may become necessary to implement the Settlement, the Parties will seek the assistance of mediator
3 Lynn Frank, Esq.

4 **D. Confidentiality of Documents and Information.**

5 Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality
6 of all documents and other information obtained in the Action that were specifically designated as
7 confidential at the time they were produced (formally or informally) in the Action, unless ordered
8 to be disclosed by the Court or by a subpoena.

9 **E. Neutral Employment Reference.**

10 Defendants agree that they will adopt a neutral reporting policy regarding any future
11 employment references related to Plaintiff. In the event that any potential or future employers of
12 Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall only
13 provide Plaintiff's dates of employment and job titles during employment. Defendants shall not
14 refer to the Action or this Settlement.

15 **F. Counterparts.**

16 The Agreement may be executed in one or more actual or non-original counterparts, either
17 through a physical original, facsimile, electronic, or e-mail signature, all of which will be
18 considered one and the same instrument and all of which will be considered duplicate originals.

19 **G. Authority.**

20 Each individual signing below warrants that he or she has the authority to execute this
21 Agreement on behalf of the Party for whom or which that individual signs.

22 **H. No Third-Party Beneficiaries.**

23 Plaintiff, Participating Class Members, PAGA Members, the LWDA, Defendants, and
24 Released Parties are intended beneficiaries of this Agreement, and there are no other third-party
25 beneficiaries.

26 **I. Modification.**

27 Before this Agreement has been submitted to the Court in connection with seeking
28 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a

1 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court
2 in connection with seeking preliminary approval of the Settlement, it may not be changed, altered,
3 or modified, except in a writing signed by the counsel for the Parties, subject to approval by the
4 Court. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in
5 this Agreement may be modified by agreement of counsel for the Parties in writing without
6 approval by the Court if the Parties agree and cause exists for such modification. This Agreement
7 may not be discharged except by performance in accordance with its terms or by a writing signed
8 by the Parties.

9 **J. Deadlines Falling on Weekends or Holidays.**

10 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
11 legal holiday, that deadline shall be continued until the following business day.

12 **K. California Law Governs.**

13 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
14 according to the laws of the State of California.

15 **L. Severability.**

16 In the event that any one or more of the provisions contained in this Agreement shall for
17 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
18 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
19 Counsel, on behalf of the Parties, the Settlement Class, State of California, and PAGA Members,
20 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never
21 been included in this Agreement.

22 **M. Binding on Successors and Assigns.**

23 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
24 or assigns of the Parties hereto, as previously defined.

25 **N. Waiver.**

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

1 **O. Representation by Counsel.**

2 The Parties acknowledge that they have been represented by counsel throughout all
3 negotiations that preceded the execution of this Agreement, and that this Agreement has been
4 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class
5 Counsel warrant and represent that there are no liens on the Agreement.

6 **P. No Tax Advice.**

7 Neither Plaintiff, Class Counsel, nor Defense Counsel are providing any advice regarding
8 taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning
9 of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10 **Q. Confidentiality.**

11 To the extent permitted by law, all agreements made, and orders entered during Action and
12 in this Agreement relating to the confidentiality of information shall survive the execution of this
13 Agreement.

14 **R. Non-Disparagement.**

15 Plaintiff has not and agrees not to make any defamatory statements, regardless of form
16 (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise),
17 regarding the Released Parties.

18 **S. Labor Code Section 206.5.**

19 The Parties agree that this Settlement constitutes a resolution of a good faith dispute
20 concerning wages and complies with Labor Code Section 206.5, which reads in part:

21 “Execution of release of claim or right on account of wages due. An
22 employer shall not require the execution of a release of a claim or
23 right on account of wages due, or to become due, or made as an
24 advance on wages to be earned, unless payment of those wages has
25 been made.”

26 **T. No Prior Assignments.**

27 The Parties separately represent and warrant that they have not directly or indirectly
28 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or

entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

U. Binding Agreement.

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

IT IS SO AGREED:

Date: 02/12/2024


Luis Martinez (Feb 12, 2024 10:10 PST)

Luis Martinez, *Plaintiff*

Date: 02/15/2024


DoubleCo., Inc., *Defendant*
Name: Tom Lewman
Position: Vice President

Date: 02/15/2024

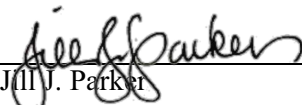

R&D Fasteners, *Defendant*
Name: Tom Lewman
Position: Vice President

APPROVED AS TO FORM:

Date: February 12, 2024

PARKER & MINNE, LLP

Date: 02/15/2024


Jill V. Parker
Attorneys for Plaintiff Luis Martinez and
Proposed Class Counsel

MNK LAW, APC


Mohammad N. Khan
Benjamin S. Miller
Rishi S. Bhatt

Attorneys for Defendants DoubleCo, Inc.
and R&D Fasteners

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Luis Martinez v. DoubleCo, Inc.

Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2210491

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of San Bernardino. The lawsuit was filed by a former employee, Luis Martinez (“Plaintiff”) against DoubleCo, Inc. and R&D Fasteners (“Defendants”) (collectively, Plaintiff and Defendants are referred to as the “Parties”), entitled *Martinez v. DoubleCo, Inc.*, San Bernardino Superior Court Case No. CIVSB2210491 (the “Lawsuit”). You may be eligible to receive money from the Lawsuit.

In the Lawsuit, Plaintiff seeks to represent: (1) all current and former non-exempt and/or hourly-paid employees employed by Defendants in the State of California at any time during the period from May 26, 2018 to December 31, 2023 (“Class Members”); and (2) all current and former non-exempt and/or hourly-paid employees employed by Defendants in the State of California at any time during the period from March 22, 2021 to December 31, 2023 (“PAGA Members”). The proposed Settlement has two main parts: (1) a “Class Settlement” requiring Defendants to fund Individual Settlement Payments, and (2) a “PAGA Settlement” requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The Court granted preliminary approval of the Parties’ settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?	
DO NOTHING	Receive an Individual Settlement Payment and an Individual PAGA Payment (if eligible). By doing nothing, you will receive an Individual Settlement Payment (as defined below), and, if eligible, an Individual PAGA Payment (as defined below). In exchange, you will release the right to assert all of the Released Class Claims (see Section 8) against Defendants and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT (BUT NOT THE PAGA SETTLEMENT)	Exclude Yourself from the Class Settlement and Receive No Individual Settlement Payment. You Cannot Exclude Yourself from the PAGA Settlement. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B)) that must be postmarked and sent to the Administrator no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims. You cannot opt-out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all PAGA Members, who must give up their rights to pursue Released PAGA Claims (see Section 8).
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. You Cannot Object to the PAGA Settlement. If you choose to participate in the Class Settlement, you may submit an objection to any aspect of the Class Settlement. To object, you can submit an objection (see Section 9) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Settlement Payment, and you will release the right to assert all of the Released Class Claims (see Section 8) against Defendants and the other Released Parties.
CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS	You may Challenge the Calculation of Your Workweeks/Pay Periods. The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many Workweeks (as defined below) and how many Pay Periods (as defined below) you worked during the Class Period and the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Period Pay Periods that you worked according to Defendants’ records is stated in Section 6. If you wish to dispute the Workweeks and/or Pay Periods credited to you in this Notice, you must submit a challenge to the Settlement Administrator no later than [Response Deadline] as described in Section 6.

2. WHY DID I GET THIS NOTICE?

Defendants' records show that you were employed by Defendants in California at some point during the period from May 26, 2018 to December 31, 2023 (the "Class Period") and/or during the period from March 22, 2021 to December 31, 2023 (the "PAGA Period"). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On March 22, 2022, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that he contends were violated ("LWDA Letter"). On May 26, 2022, Plaintiff filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. (the "Complaint") in the Superior Court for the County of San Bernardino. Plaintiff alleged that Defendants failed to pay all wages due, including overtime wages, meal period premiums, rest period premiums, and minimum wages; failed to timely pay wages during employment and upon termination; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; engaged in unfair business practices; and owed penalties pursuant to the California Labor Code Private Attorneys' General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA"). In his Complaint, Plaintiff sought to represent a class of all current and former non-exempt and/or hourly-paid employees who worked for Defendants in the State of California at any time during the period from May 26, 2018 to final judgment.

Defendants vigorously deny all the claims and contentions made in the Lawsuit and maintain they have fully complied with the law, but have agreed to settle the Lawsuit to avoid the expense of litigation.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff's Lawsuit. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the expense and uncertainty of trial and any subsequent appeal. The Settlement is not an admission of liability by Defendants, nor may it be used as proof as such in any future proceeding. Plaintiff, Defendants, and their attorneys believe the Settlement is fair, reasonable, and adequate.

5. SUMMARY OF THE SETTLEMENT

Defendants have agreed to pay a settlement amount of Nine Hundred Ninety Thousand Dollars (\$990,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to the Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) Class Representative Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), (2) PAGA Penalties in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), (3) Attorneys' Fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$346,500.00), (4) Litigation Costs in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), and (5) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

One Hundred Thousand Dollars (\$100,000.00) of the Gross Settlement Amount has been allocated towards penalties under the PAGA ("PAGA Penalties"), of which 75% will be allocated to the LWDA ("LWDA Payment"), and the remaining 25% will be allocated to the PAGA Members ("Employee PAGA Amount").

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks that each Class Member was credited to have worked for Defendants as an hourly-paid or non-exempt employee in the State of California at any time during the Class Period, and worked at least one day ("Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Class Workweek Value" and multiplied each Class Member's individual Workweeks by the Estimated Class Workweek Value to yield his or her estimated Individual Settlement Payment that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Class Members who did not submit a valid and timely

Questions? Please call: [settlement administrator's 800-number](#)

Request for Exclusion (“Participating Class Members”) to yield his or her Individual Settlement Payment, which shall be paid from the Net Settlement Amount, less applicable employee-side tax withholdings.

Each Individual Settlement Payment will be allocated twenty percent (20%) to wages, which will be reported on an IRS Form W2, and eighty percent (80%) to penalties and interest, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payments, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Payment net of these taxes and withholdings). The employer’s share of taxes on the wage portion of Individual Settlement Payments will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Each PAGA Member will receive a pro rata share of the Employee PAGA Amount (“Individual PAGA Payment”) based on the number of pay periods he or she worked for Defendants as a non-exempt, hourly-paid employee during the PAGA Period (“Pay Periods”). Any pay period in which a PAGA Member worked at least one day shall be counted as a Pay Period.

To calculate a PAGA Member’s Individual PAGA Payment, the Employee PAGA Amount will be divided by the aggregate total number of Pay Periods of all PAGA Members in the PAGA Period, resulting in the “Pay Period Value.” Each PAGA Member’s Individual PAGA Payment will be calculated by multiplying each individual PAGA Group Member’s total number of Pay Periods by the Pay Period Value.

The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

The Parties and their attorneys cannot and will not provide any advice regarding tax obligations. Class Members and PAGA Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. YOUR WORKWEEKS/PAY PERIODS BASED ON DEFENDANTS’ RECORDS

According to Defendants’ records, during the period **from May 26, 2018 to December 31, 2023, (i.e., the Class Period) you worked for Defendants as an hourly-paid or non-exempt employee in California for approximately [REDACTED] Workweeks.**

According to Defendants’ records, during the period **from March 22, 2021 to December 31, 2023 (i.e., the PAGA Period) you worked for Defendants as an hourly-paid or non-exempt employee in California for approximately [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you in this Notice, you must submit a written, signed challenge (“Workweeks Dispute”) to the Settlement Administrator. The Workweeks Dispute must contain: (1) the case name and number of the Lawsuit (*Martinez v. DoubleCo, Inc.*, Case No. CIVSB2210491); (2) your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) a statement setting forth the number of Workweeks during the Class Period and/or Pay Periods during the PAGA Period that you contend is correct and any relevant documentation in support thereof. The Workweeks Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than **[Response Deadline]**. Defendants and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many Workweeks and/or Pay Periods should be credited to the Class Member and/or PAGA Member. The Settlement Administrator will make the final decision as to how many Workweeks and/or Pay Periods should be credited to the Class Member and/or PAGA Member and report the outcome to the Class Member and/or PAGA Member.

7. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT?

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Questions? Please call: [settlement administrator’s 800-number]

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Participating Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion) as well as all PAGA Members. This will bar all Participating Class Members and PAGA Members from bringing certain claims against Defendants.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members fully, finally, and forever waive, release, and discharge Released Parties of any and all Released Class Claims. "Released Class Claims" means any and all wage-related claims that were alleged in or which could have been alleged in the Lawsuit based on the factual allegations and legal theories in the Lawsuit, arising during the Class Period, including the following claims, under any legal theory of liability for: (1) alleged failure to pay overtime wages; (2) alleged failure to provide meal periods; (3) alleged failure to provide rest periods; (4) alleged failure to pay all minimum wages owed; (5) alleged failure to pay all wages owed at termination; (6) alleged failure to pay all wages in a timely manner during employment; (7) alleged failure to furnish accurate itemized wage statements; (8) alleged failure to maintain adequate payroll records; (9) alleged failure to reimburse all necessary business expenses; and (10) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Lawsuit (Cal. Bus. & Prof. Code § 17200, et seq.); (11) alleged violations of California Labor Code Sections 201-203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders; and (12) any claim for costs and attorneys' fees and expenses.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff, the State of California, and PAGA Members fully, finally, and forever waive, release and discharge Released Parties of any and all Released PAGA Claims. "Released PAGA Claims" means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising during the PAGA Period, that were alleged in the LWDA Letter and Lawsuit, or that could have been alleged based on the factual allegations and legal theories in the LWDA Letter and Lawsuit, including for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 7-2001.

"Released Parties" means Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court, and which can also be found at [www.\[REDACTED\]](http://www.[REDACTED]).

9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Settlement Payment and Individual PAGA Payment (if applicable) after the Court grants final approval of the Settlement. If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and

Questions? Please call: [settlement administrator's 800-number]

you will release all of the claims described in Section 8 above. As a Participating Class Member, you will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

The Settlement checks will valid for 180 days after they are issued. After 180 days, the Settlement checks can no longer be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held in the names of those Participating Class Members and/or PAGA Members who did not cash their Settlement checks until such time as they claim their property. It is therefore important you timely cash your check.

If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator, who may be reached at (800) ###-####, or at the address provided below.

Please note: Even if you do not cash your checks on time (or even if checks are not deliverable to you despite the Settlement Administrator's efforts), the Settlement Agreement will still be binding on you.

B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. The Request for Exclusion must: (1) contain the case name and number of the Lawsuit (*Martinez v. DoubleCo, Inc.*, Case No. CIVSB2210491); (2) contain the your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the following address:

Phoenix Settlement Administrators
[Mailing Address]

Requests for Exclusion that are postmarked after [Response Deadline] will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 8 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 8 above, as well as any judgment that may be entered by the Court based thereon.

Class Members will receive their share of the PAGA payment, regardless of whether they opt out of being a Class Member.

C. OBJECT TO THE CLASS SETTLEMENT

If you do not think the Class Settlement is fair, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it, provided that you have not submitted a Request for Exclusion. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (1) contain the case name and number of the Lawsuit (*Martinez v. DoubleCo, Inc.*, Case No. CIVSB2210491); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for the objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the Settlement Administrator listed in Section 9(B).

D. CHALLENGE THE CALCULATION OF WORKWEEKS PAY PERIODS

The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many Questions? Please call: [settlement administrator's 800-number]

Workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Period Pay Periods you worked according to Defendants' records is stated in Section 6. If you wish to dispute the Workweeks and/or Pay Periods credited to you in this Notice, you must submit a written, signed challenge to the Settlement Administrator, as described in Section 6 of this Notice.

10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department S17 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel and the Class Representative Enhancement Award. The hearing may be postponed without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

11. WILL I BE SUBJECT TO DISCIPLINE IF I PARTICIPATE IN THE SETTLEMENT?

No. Defendants approve the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendants or Defendants' treatment of you as a former employee.

12. WHAT IF I HAVE QUESTIONS?

A complete copy of the Settlement Agreement and this Notice are available at www. [redacted]. This website may be updated periodically to update the Class Members on any developments in the case.

For further information about this case, you may contact Class Counsel, or the Settlement Administrator. Class Counsel's contact information is as follows:

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

Jill J. Parker, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

The contact information for the Settlement Administrator is provided in Section 9(B), above.

DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS' ATTORNEYS ABOUT THIS NOTICE.

Questions? Please call: [settlement administrator's 800-number]