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COLONNA'S SHIP YARD, INCORPORATED
and COLONNA'S SHIPYARD WEST, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SETH CHANCE, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

COLONNA'S SHIP YARD, INCORPORATED;
COLONNA'S SHIPYARD WEST, LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2022-00018968-CU-OE-CTL

[Assigned for all purposes to Hon. Gregory W.
Pollack, Dept. C-71]

JOINT STIPULATION OF CLASS ACTION

IMAGED FILE

Complaint filed: May 18, 2022
Trial Date: Not Assigned

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation and Agreement of Compromise and Class Settlement is made and entered into by and between Plaintiff and Class Representative SETH CHANCE ("Plaintiff"), individually and on behalf of the members of the Class (as defined below), by and through their counsel of record, and Defendants COLONNA'S SHIP YARD, INCORPORATED and COLONNA'S SHIPYARD WEST, LLC, by and through their counsel of record, subject to the approval of the Court, as set forth below. This Joint Stipulation of Settlement is intended by Plaintiff and Defendants to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

1 **1. DEFINITIONS.** As used herein, for the purposes of this Joint Stipulation of Settlement
2 only, the following terms shall be defined as set forth below:

3 **1.1.** The “**Action**” refers to the present class and representative action filed in Superior
4 Court of California, County of San Diego, on May 18, 2022, which is entitled *Seth Chance v. Colonna’s*
5 *Ship Yard, Inc. et al.*, San Diego Superior Court, Case No. 37-2022-00018968-CU-OE-CTL.

6 **1.2.** The “**Class**” or “**Class Members**” or “**Class Member**” refers to Plaintiff and all
7 persons, or each of them, currently or formerly employed by Defendants in the State of California as non-
8 exempt employees during the time frame of May 18, 2018 through the date of the Preliminary Approval
9 Order.

10 **1.3.** “**Class Counsel**” refers to Nicholas J. Ferraro and Lauren N. Vega of FERRARO
11 VEGA EMPLOYMENT LAWYERS, INC., the attorneys of record for the Class Representative in the
12 Action.

13 **1.4.** “**Class Notice**” refers to the form of direct-mail notice to Class Members,
14 substantially in the form attached hereto as “**Exhibit A**,” as may be modified by the Court, which shall
15 also set forth the total number of Class Workweeks worked by the Class Member the estimated Individual
16 Class Settlement Payment, as well as the estimated number of PAGA Pay Periods and Individual PAGA
17 Payment to eligible PAGA Class Members, if applicable.

18 **1.5.** “**Class Payment**” shall be defined as the aggregate of the Individual Settlement
19 Payment to be paid to each of the Settlement Class Members in accordance with the procedures set forth
20 herein and as ordered by the Court.

21 **1.6.** The “**Class Period**” refers to the time period for which Class Members may receive
22 an Individual Settlement Payment, as defined below. The Class Period shall be the time period of May 18,
23 2018, through the date of the Preliminary Approval Order.

24 **1.7.** “**Class Representative**” refers to Plaintiff SETH CHANCE.

25 **1.8.** “**Class Representative Enhancement**” refers to the payment made to the Class
26 Representative pursuant to Paragraph 5.2 in consideration for their individual release and waiver of
27 Section 1542 of California Civil Code pursuant to Paragraph 7.3 and his service as named plaintiff in the
28 Action.

1 **1.9. “Class Workweeks”** refers to the number of workweeks worked by each Class
2 Member during the Class Period as set forth in Paragraph 4.3.

3 **1.10. “COLONNA’S”** refers to Defendant Colonna’s Ship Yard West LLC, the current
4 or former employer of all members of the Class.

5 **1.11. “Court”** refers to the Superior Court of California, County of San Diego,
6 Honorable Gregory W. Pollack, presiding.

7 **1.12. “Defendants”** refers to Defendants COLONNA’S SHIP YARD,
8 INCORPORATED and COLONNA’S SHIPYARD WEST, LLC, collectively.

9 **1.13. “Defendants’ Counsel”** refers to Defendants’ counsel of record in the Action, Lara
10 P. Besser and Annalyse E. Butler of Jackson Lewis P.C.

11 **1.14. “Effective Date”** means the date when all of the following events have occurred:
12 (1) the Joint Stipulation of Settlement has been executed by all Parties; (2) the Court has granted
13 preliminary approval to the Joint Stipulation of Settlement; (3) the Class Notice has been mailed to the
14 Class, providing them with an opportunity to object to or opt out of the Joint Stipulation of Settlement;
15 (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; (5)
16 sixty (60) calendar days have passed since the Court has entered the Final Approval Order and Judgment;
17 and (6) in the event there are written objections filed prior to the Final Approval Hearing that are not later
18 withdrawn or denied, the later of the following events: (a) five (5) business days after the period for filing
19 any appeal, writ, or other appellate proceeding in connection with the Final Approval Order and Judgment
20 has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (b) if any appeal,
21 writ, or other appellate proceeding in connection with the Final Approval Order and Judgment has been
22 filed, five (5) business days after any appeal, writ, or other appellate proceedings in connection with the
23 Final Approval Order and Judgment has been finally and conclusively dismissed with no right to pursue
24 further remedies or relief.

25 **1.15. “Employer Taxes”** refers to all applicable federal, state, and local income and
26 employment taxes, including, but not limited to, any portion of such taxes that are to be paid by an
27 employer, and including, but not limited to, Unemployment Insurance, Employment Training Tax, FICA
28 (Social Security and Medicare), State Disability Insurance, and state and federal personal income taxes.

1 **1.16. “Exclusion Deadline”** refers to the date by which Class Members must submit to
2 the Settlement Administrator a Request for Exclusion, which shall be the date that is forty-five (45)
3 calendar days after the Notice Date, as defined below, or as such date may be modified by the Court.

4 **1.17. “Final Fairness Hearing”** refers to the hearing at which the Court will make a
5 final determination whether the terms of the Joint Stipulation of Settlement are fair, reasonable, and
6 adequate for the Class and meet all applicable requirements for approval, and, if the terms of the Joint
7 Stipulation of Settlement are so approved, whether a judgment should be entered thereon, whether the
8 Class Representative’s application for Class Representative Enhancement should be granted, and whether
9 an application by Class Counsel for an award of reasonable attorneys’ fees and reimbursement of their
10 reasonable costs and expenses should be granted.

11 **1.18. “Final Approval Order”** refers to the final order by the Court approving the Joint
12 Stipulation of Settlement and entering Judgment following the Final Fairness Hearing.

13 **1.19. “Final Funding Amount”** refers to the amount that Defendants are obligated to
14 fund as payment of this Joint Stipulation of Settlement, which shall be equal to the sum of: (i) the total
15 amount of Individual Settlement Payments properly calculated by the Settlement Administrator in
16 accordance with the claims process as set forth in Paragraphs 8.1 through 8.13, and as approved by the
17 Court; (ii) the Settlement Administration Cost as set forth in Paragraph 5.6, and as approved by the Court
18 in the Final Approval Order; (iii) the Class Counsel attorneys’ fees as set forth in Paragraph 5.1, and as
19 approved by the Court in the Final Approval Order; (iv) the Class Counsel litigation costs as set forth in
20 Paragraph 5.1, and as approved by the Court in the Final Approval Order; (v) the Class Representative
21 Enhancement as set forth in Paragraph 5.2, and as approved by the Court in the Final Approval Order; (vi)
22 Employer Taxes as set forth in Paragraphs 6.1 through 6.9; and (vii) the PAGA Payment, as set forth in
23 Paragraph 5.3, and as approved by the Court in the Final Approval Order.

24 **1.20. “Final Funding Date”** refers to the date on which Defendants shall provide the
25 Final Funding Amount to the Settlement Administrator for distribution, which shall be fifteen (15) days
26 after the Final Effective Date.

27 **1.21. “Gross Settlement Amount”** refers to the non-reversionary negotiated dollar
28 amount of this Joint Stipulation of Settlement, which is equal to One Hundred Twenty-Two Thousand

Five Dollars and Zero Cents (\$122,500.00). The Gross Settlement Amount includes the Net Settlement Amount (which includes all Individual Settlement Payments to the Class), all Settlement Administration Costs, all Class Counsel attorneys' fees, all Class Counsel litigation costs, the Class Representative Enhancement, all Settlement Class Members' portions of payroll taxes, and all PAGA Payments. The Gross Settlement Amount does not include Defendants' share of Employer Taxes. Defendants shall pay its share of Employer Taxes into the qualified settlement fund as part of the Final Funding Amount separately and apart from, and in addition to, the Gross Settlement Amount.

1.22. "Individual Class Settlement Payment" refers to the payments made to Settlement Class Members of the amount that shall be payable from the Net Settlement Amount to each Settlement Class Member as determined in accordance with the provisions of Paragraphs 4.2 through 4.4.

1.23. "Individual PAGA Payment" refers to the payment made to PAGA Class Members of their *pro rata* share of the twenty-five percent (25%) of the PAGA Payment to be distributed to PAGA Class Members in accordance with the provisions of Paragraph 5.3, or each of them.

1.24. "Joint Stipulation of Settlement" refers to this Joint Stipulation and Agreement of Compromise and Class Settlement, including any permitted and executed amendments hereto.

1.25. "Judgment" refers to the final judgment by the Court approving this Joint Stipulation of Settlement and adjudicating the Action.

1.26. "LWDA" refers to the California Labor & Workforce Development Agency.

1.27. "Net Settlement Amount" shall be defined as the Gross Settlement Amount, less the amounts awarded by the Court for attorneys' fees, litigation costs, Settlement Administration Costs, the Class Representative Enhancement, Settlement Class Members' portions of payroll taxes, and PAGA Payments, as provided for in Paragraphs 5.1 through 6.9. The Net Settlement Amount is the maximum amount that shall be made available to Settlement Class Members for distribution. Under no circumstances shall the value of the Net Settlement Amount cause the Gross Settlement Amount to exceed One Hundred Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$122,500.00).

1.28. "Notice Date" refers to the date ordered by the Court for the dissemination of the Class Notice, a date that is expected to be less than forty-five (45) calendar days after the Preliminary Approval Order Date.

1 **1.29. “Objection”** refers to the process by which Class Members may object to the terms
2 and conditions of this Joint Stipulation of Settlement by the Response Deadline, as set forth in Paragraphs
3 8.7 through 8.10. However, Class Members may not object to the settlement of the PAGA Claim.

4 **1.30. “PAGA Claim”** refers to the eleventh through twentieth causes of action in the
5 Action for civil penalties pursuant to PAGA, Labor Code section 2698 *et seq.*

6 **1.31. “PAGA Class Member”** refers to any Class Member who was employed by
7 Defendants’ in the State of California during the PAGA Period.

8 **1.32. “PAGA Pay Periods”** refers to the number of pay periods worked by Class
9 Members during the PAGA Period, as calculated in accordance with Paragraph 5.3.

10 **1.33. “PAGA Payment”** refers to all payments made to satisfy the settlement of the
11 PAGA Claim as set forth in Paragraph 5.3, which shall be in the total amount of Four Thousand Dollars
12 and Zero Cents (\$4,000.00). The PAGA Payment shall be made in the following allocation: seventy-five
13 percent (75%), or Three Thousand Dollars and Zero Cents (\$3,000.00), to be paid to the LWDA and
14 twenty-five percent (25%), or One Thousand Dollars and Zero Cents (\$1,000.00) to be distributed to all
15 PAGA Class Members as Individual PAGA Payments on a *pro rata* basis based upon their PAGA Pay
16 Periods. PAGA Class Members shall be prohibited from submitting a Request for Exclusion with respect
17 to claims under PAGA and thus shall receive their portion of the PAGA Payment regardless of any
18 Request for Exclusion from the Settlement Class.

19 **1.34. “PAGA Period”** refers to the time period of March 10, 2021 to the date of the
20 Preliminary Approval Order.

21 **1.35. “Parties” or “Party”** refers to Plaintiff and Defendants, or each of them.

22 **1.36. “Plaintiff”** refers to SETH CHANCE.

23 **1.37. “Preliminary Approval Order”** refers to the order by the Court granting
24 preliminary approval to the Joint Stipulation of Settlement and directing the Parties to disseminate Class
25 Notice to the Class.

26 **1.38. “Preliminary Approval Order Date”** refers to the date on which the Court enters
27 the Preliminary Approval Order.

28 **1.39. “Released Claims”** refers to all claims against Released Parties released by the

1 Settlement Class upon Final Approval of this Joint Stipulation of Settlement as set forth in Paragraph 7.1,
2 including any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
3 attorneys' fees, damages, liquidated damages, interest, penalties, action, or causes of action of any nature
4 under state, federal, or local law, whether statutory, common law or administrative law, arising out of or
5 related to allegations set forth in the Complaint or which could have been raised against Released Parties
6 based upon the allegations in the Complaint in the Action, including: (1) failure to pay all minimum wages;
7 (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) untimely
8 payment of wages; (6) wage statement violations; (7) waiting time penalties; (8) failure to reimburse
9 business expenses; (9) failure to provide records; (10) violations of the Unfair Competition Law; and (11)
10 civil penalties under the PAGA, Labor Code section 2698 *et seq.*; and (12) any other claims that were or
11 could have been brought by Plaintiff in the Action based on the facts alleged in the Complaint, including
12 without limitation all related claims for restitution and other equitable relief under Business and
13 Professions Code section 17200, conversion, statutory and liquidated damages, punitive damages,
14 waiting-time penalties, penalties under the Labor Code Private Attorneys General Act of 2004, Labor
15 Code sections 200, 201, 202, 203, 204, 206.5, 210, 218.5, 226-226.5, 226.7, 510, *et seq.*, 512, 558, 1194,
16 1197, 1197.1, 1198, 2698, *et seq.*, and 2802; related IWC Wage Orders including Wage Order Nos. 1, 4,
17 and 16; Fair Labor Standards Act, 29 U.S.C. sections 201, *et seq.* and any other related claims and/or
18 penalties of any nature whatsoever that were or could have been alleged in the Complaint in the Action
19 during the Class Period.

20 **1.1. "Released Parties"** refers to Defendants and all of their former, present, and future
21 parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers,
22 directors, employees, agents, attorneys, insurers, predecessors, successors, and assigns, and any individual
23 or entity that could be liable to any member of the Class for any Released Claims as set forth in Paragraph
24 7.1.

25 **1.2. The "Release Period"** refers to the effective dates of the release of all Released
26 Claims by Settlement Class Members against Released Parties, which shall be the time period of May 18,
27 2018 through the Preliminary Approval Order.

28 **1.3. "Request for Exclusion"** refers to a request that a Class Member timely submits

1 to the Settlement Administrator requesting to be excluded from the Class and this Joint Stipulation of
2 Settlement. However, Class Members shall be prohibited from submitting a Request for Exclusion with
3 respect to the PAGA Claim and, thus, if a PAGA Class Member, shall receive an Individual PAGA
4 Payment and be bound by the release of the PAGA Claim regardless of whether they submit a Request for
5 Exclusion from the Class.

6 **1.4. The “Response Deadline”** refers to the date by which Class Members must submit
7 a valid Request for Exclusion or Objection to the Joint Stipulation of Settlement, pursuant to the terms
8 below, which shall be the date that is forty-five (45) calendar days after the Notice Date and as such date
9 may be modified by the Court. However, no Class Member is entitled to submit a Request for Exclusion
10 or Objection to the settlement of the PAGA Claim.

11 **1.5. “Complaint”** refers to the operative Class and Representative Action Complaint in
12 this Action, which alleges the following twenty (20) causes of action: (1) failure to pay all minimum
13 wages; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5)
14 untimely payment of wages; (6) wage statement violations; (7) waiting time penalties; (8) failure to
15 reimburse business expenses; (9) failure to provide records; (10) violations of the unfair competition law;
16 and (11-20) claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”).

17 **1.6. “Settlement Administrator”** refers to Phoenix Settlement Administrators, an
18 independent third-party that will be engaged by Class Counsel and paid out of the Final Funding Amount,
19 with the approval of Defendants, to perform the notice, administration, and distribution functions further
20 described in this Joint Stipulation of Settlement in Section 8.

21 **1.7. “Settlement Administration Cost”** refers to the amount for which Class Counsel
22 shall petition this Court for compensation of the Settlement Administrator pursuant to Paragraph 5.6 for
23 services in administering this settlement pursuant to Section 8 of this Joint Stipulation of Settlement. The
24 Settlement Administration Cost shall be paid from the Final Funding Amount.

25 **1.8. “Settlement Class” or “Settlement Class Member” or “Settlement Class**
26 **Members”** as used herein means all Class Members, or each of them, who do not timely submit a valid
27 Request for Exclusion.

28 **1.9. “Settling Parties”** refers to Class Representative, the other Class Members, and

Defendants.

1.10. “Terminating Event(s)” refers to any occurrence set forth in Paragraph 14.2 below, or each of them, which cause this Joint Stipulation of Settlement to become null and void, namely: (a) Defendants exercise their right to rescission under Paragraph 14.1 (subject to the terms and conditions set forth therein); (b) the Court declines to enter a Preliminary Approval Order or declines to enter the Final Approval Order or Judgment or any part thereof as provided for herein, or the Parties fail to consent to the entry of alternative forms of Judgment, in lieu thereof, or after such consent the Court declines to enter such alternate form of Judgment; (c) any other conditions to the Joint Stipulation of Settlement are not satisfied; (d) the Court disapproves this Joint Stipulation of Settlement, or any term contained in this Joint Stipulation of Settlement, including any amendments hereto, and such disapproval becomes final by reason of its affirmance on appeal or lapse of time or otherwise; or (e) the Court approves this Joint Stipulation of Settlement, including any amendments hereto, but any such Judgment and Final Approval Order is finally reversed on appeal.

2. RECITALS

2.1. The Litigation. On May 18, 2021, Plaintiff Chance filed the Action in this Court. Through the Action, Plaintiff Chance asserted, on behalf of all Class Members, the following causes of action: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) untimely payment of wages; (6) wage statement violations; (7) waiting time penalties; (8) failure to reimburse business expenses; (9) failure to provide records; (10) violations of the unfair competition law; and (11-20) claims for civil penalties under the PAGA.

2.2. Claims Disputed. Defendants deny all material allegations set forth in the Action and have asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Action and obtain the releases set forth in Paragraph 7.1.

2.3. Diligent Efforts. Class Counsel diligently investigated the proposed Class Members’ claims against Defendants in the Action, including any and all applicable defenses and the applicable law, and undertook review and analysis of a volume of documents and data obtained from Defendants and other sources.

1 **2.4. No Admissions.** This Joint Stipulation of Settlement is made and entered into by
2 and between Plaintiff, individually, and on behalf of all others similarly situated, and Defendants, and
3 is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly
4 acknowledge that this Joint Stipulation of Settlement is entered into solely for the purpose of
5 compromising significantly disputed claims and that nothing herein is an admission of liability or
6 wrongdoing by Defendants or any of the other Released Parties. If, for any reason, the Joint Stipulation
7 of Settlement is not approved, it will be of no force or effect, and the Parties shall be returned to their
8 original respective positions.

9 **2.5. Conditional Class Certification.** The Parties stipulate and agree to the
10 certification of the Class for purpose of this Joint Stipulation of Settlement only. In the event the Joint
11 Stipulation of Settlement does not become final for whatever reason, the fact that the Parties were willing
12 to stipulate to class certification as part of the Joint Stipulation of Settlement shall have no bearing on, and
13 will not be admissible in connection with, the issue of whether any class should be certified in any
14 subsequent proceeding. The Parties and their respective counsel further agree that they will not offer or
15 make reference to this provisional stipulation to class certification for purposes of this Joint Stipulation of
16 Settlement in any subsequent proceeding in this Action (except for purposes of having this Joint
17 Stipulation of Settlement approved by the Court) or any other action. In the event that this Joint Stipulation
18 of Settlement is terminated for any reason, or otherwise not approved by the Court, the conditional class
19 certification in this Action shall be deemed withdrawn, void, and nullified, as stated more fully in
20 Paragraph 14.3 below.

21 **2.6. Settlement in the Interests of the Class.** The Parties stipulate that Class Counsel
22 has conducted a formal and informal investigation into the facts of the Action, including interviewing
23 witnesses and conducting an extensive review of documents, and has diligently pursued an investigation
24 of Class Members' claims against Defendants. Class Counsel also served written discovery on Defendants,
25 including interrogatories and demands for production of documents as to the allegations in the Action.
26 Based on Class Counsel's own independent investigation and evaluation, Class Counsel is of the opinion
27 that the settlement with Defendants for the consideration and on the terms set forth in this Joint Stipulation
28 of Settlement is fair, reasonable, and adequate and is in the best interest of the Class and each member of

the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and numerous potential appellate issues. Defendants and Defendants' Counsel also agree that this Joint Stipulation of Settlement is fair and in the best interest of the Class and each Class Member.

NOW, THEREFORE, in consideration of these Recitals, which are incorporated into the Joint Stipulation of Settlement, and the mutual covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

3. IDENTIFICATION OF CLASS MEMBERS

3.1 COLONNA'S Employment Records. COLONNA'S employment records are presumed to be accurate, unless a Class Member timely and properly submits valid contradicting documentation pursuant to Paragraph 8.9.

4. COMPENSATION TO SETTLEMENT CLASS MEMBERS.

4.1. Funding. Provided all conditions to this Joint Stipulation of Settlement are satisfied and no Terminating Event has occurred, Defendants agree to pay the Final Funding Amount, which shall be equal to the sum of: (a) the total amount of Individual Settlement Payments properly calculated by the Settlement Administrator as set forth in Paragraphs 8.1 through 8.13, and as approved by the Court in the Final Approval Order; (b) the Settlement Administrator fee as set forth in Paragraph 5.6, and as approved by the Court in the Final Approval Order; (c) the Class Counsel attorneys' fees as set forth in Paragraph 5.1, and as approved by the Court in the Final Approval Order; (d) the Class Counsel litigation costs as set forth in Paragraph 5.1, and as approved by the Court in the Final Approval Order; (e) the Class Representative Enhancement as set forth in Paragraph 5.2, and as approved by the Court in the Final Approval Order; (f) all Employer Taxes as set forth in Paragraphs 6.1 through 6.9; and (h) the PAGA Payment, as set forth in Paragraph 5.3, and as approved by the Court in the Final Approval Order. Under no circumstances will Defendants be required to pay more than the Final Funding Amount in connection with the settlement of this Action. Defendants shall provide the Final Funding Amount to the Settlement Administrator on or before the Final Funding Date (*i.e.*, fifteen (15) days after the Effective Date). The Net Settlement Amount shall be distributed to the Settlement Class according to the "Settlement Payment Formula," as set forth below.

1 **4.2. Settlement Class Payment Formula.** The Net Settlement Amount shall be divided
2 among Settlement Class Members based on the Settlement Class Members' number of Class Workweeks
3 worked during the Class Period. The Settlement Administrator will calculate each Settlement Class
4 Member's *pro rata* share of the Net Settlement Amount by dividing the total number of Class Workweeks
5 worked by all Settlement Class Members during the Class Period into the Net Settlement Amount (*i.e.*,
6 the "Workweek Value"), and then multiplying the Workweek Value by the number of Class Workweeks
7 actually worked by each Settlement Class Member during the Class Period.

8 **4.3. Calculation of Settlement Class Workweeks.** COLONNA'S shall provide the
9 Settlement Administrator with the start and ending dates of each member of the Class's employment
10 within the Class Period. Based on this employment history data provided to the Settlement Administrator
11 by COLONNA'S, the Settlement Administrator will calculate each member of the Class's Class
12 Workweeks by dividing the total days employed as a Class Member during the applicable Class Period
13 by seven (7). Partial workweeks will be rounded up to the nearest full workweek. COLONNA'S
14 employment history data will be presumed to be correct, unless a particular Class Member proves
15 otherwise to the Settlement Administrator by providing written documentation to support the correction.
16 All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement
17 Administrator's decision on all workweek disputes will be final and non-appealable.

18 **4.3.1.** Should the number of Class Workweeks in the Class Period increase by
19 more than 10% (474.5) or exceed a total of 5,220 Class Workweeks, Defendants will have the option to
20 increase the Gross Settlement Amount by a proportionate additional amount for each additional Class
21 Workweek or, if Defendants decline to exercise this option, the Gross Settlement Amount will cover no
22 more than 475 additional Class Workweeks (10% more than 4,745 Class Workweeks), and the Class and
23 PAGA Period end dates will be moved back to only cover the Class and PAGA Periods during which no
24 more than 5,220 Class Workweeks were worked by the Class Members.

25 **4.4. Setoff.** Any Class Members who previously entered into settlements with, or
26 received payments from, Defendants on account of the claims being released and settled will have the
27 amounts of such settlements or payments deducted from the amount of their Individual Settlement
28 Payments before payment by the Settlement Administrator. Any Class Members who have executed a

1 release of claims in favor of Defendants for any and all claims being settled herein shall not receive an
2 Individual Settlement Payment in this Action from Defendants and such Individual Settlement Payments
3 to which they otherwise would have been entitled shall be added to the Net Settlement Amount, to be
4 redistributed to the remainder of the Class pursuant to Paragraph 4.2.

5 **4.5. Maximum Payment.** Under no circumstances shall the aggregate of Individual
6 Settlement Payments paid to Class Members exceed the Net Settlement Amount. If the total value of
7 Individual Settlement Payments exceeds the Net Settlement Amount, each Class Member's recovery shall
8 be reduced on a *pro rata* basis so that the total amount of Individual Settlement Payments does not exceed
9 the Net Settlement Amount. This *pro rata* decrease shall be made until the total Class payment is equal to
10 or less than the Net Settlement Amount.

11 **4.6. Individual Settlement Payment Distribution.** The Settlement Administrator shall
12 attempt to deliver each Settlement Class Member's Individual Settlement Payment to the Settlement Class
13 Member's last known address as indicated in COLONNA'S records, or to a more recent address using
14 reasonable efforts to locate a Class Member, as set forth more fully in Paragraph 8.2, within fifteen (15)
15 days of the Final Funding Date. Any Individual Settlement Payment that is undeliverable due to an
16 inaccurate or non-current address of a Class Member, following reasonable efforts by the Settlement
17 Administrator to locate the Class Member, will be distributed as follows: Twenty-five percent (25%) to
18 the State Treasury for deposit in the Trial Court Improvement and Modernization Fund and; Seventy-five
19 (75%) to Free to Thrive, a nonprofit organization of California pursuant to California Code of Civil
20 Procedure section 384 as the *cy pres* beneficiaries designated by the Parties. Any checks that were
21 delivered to a Settlement Class Member, but remain uncashed at the time the checks expire according to
22 Paragraph 8.12, will similarly be distributed to the State Treasury and Free to Thrive pursuant to California
23 Code of Civil Procedure section 384 as the *cy pres* beneficiaries designated by the Parties.

24 **4.7. Individual Settlement Payment Check.** The Settlement Administrator shall mail
25 each Settlement Class Member one check that shall constitute the Settlement Class Member's Individual
26 Settlement Payment and Individual PAGA Payment, if applicable. The checks shall include writing
27 indicating that they shall expire one hundred eighty (180) days from the date of issuance, as set forth
28 below in Paragraph 8.12.

1 **5. AWARD OF FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT**

2 **5.1. Attorneys' Fees and Litigation Costs.** Any attorneys' fees and litigation costs
3 awarded to Class Counsel will be paid out of the Final Funding Amount. Class Counsel shall apply to the
4 Court for approval of an award of attorneys' fees in an amount that will not exceed one-third (1/3) of the
5 Gross Settlement Amount in accordance with the applicable legal precedent therefore, and conditioned
6 upon the Joint Stipulation of Settlement reaching its Final Effective Date. As long as the total amount
7 requested or awarded does not exceed one-third (1/3) of the Gross Settlement Amount, Defendants agree
8 not to oppose the application for attorneys' fees and to pay such amounts as requested by Class Counsel
9 and awarded by the Court, up to Forty Thousand Eight Hundred and Thirty-Three Dollars and Thirty-
10 Three Cents (\$40,833.33). Class Counsel shall not apply to the Court for an award of attorneys' fees that
11 is greater than the amounts set forth in this Joint Stipulation of Settlement, and, in no event shall
12 Defendants be required to pay Class Counsel more than Forty Thousand Eight Hundred and Thirty-Three
13 Dollars and Thirty-Three Cents (\$40,833.33) in attorneys' fees. Class Counsel shall also apply to the Court
14 for approval of an award of litigation costs in an amount not to exceed Five Thousand Dollars and Zero
15 Cents (\$5,000.00) in accordance with the applicable legal precedent therefore, and conditioned upon the
16 Joint Stipulation of Settlement reaching its Effective Date. Defendants agree not to oppose the application
17 for litigation costs and to pay such amounts as requested by Class Counsel and awarded by the Court, up
18 to Five Thousand Dollars and Zero Cents (\$5,000.00). Any reduction by the Court in attorneys' fees or
19 litigation costs awarded to Class Counsel will be added to the Net Settlement Amount and distributed to
20 Settlement Class Members on a *pro rata* basis, in accordance with Paragraph 4.2. Payment shall be made
21 by the Settlement Administrator from the Final Funding Amount to Class Counsel as they direct, within
22 fifteen (15) days of the Final Funding Date.

23 **5.2. Class Representative Enhancement.** Class Counsel will petition the Court for a
24 Class Representative Enhancement for the Class Representative to compensate him for his time and
25 energy spent in serving as the Class Representative and as consideration for the individual release and
26 waiver of Section 1542 of the California Civil Code as set forth in Paragraph 7.3. Class Counsel's
27 application for Class Representative Enhancement for the Class Representative will not exceed Seven
28 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Chance. As long as the total

1 amount requested or awarded does not exceed Seven Thousand Five Hundred Dollars and Zero Cents
2 (\$7,500.00), Defendants agree not to oppose the application for the Class Representative Enhancement
3 and to pay the amount awarded by the Court out of the Final Funding Amount. The Class Representative
4 will be provided an IRS Form 1099 for all amounts paid as to him as the Class Representative
5 Enhancement. The Class Representative Enhancement shall be independent of any other benefits to which
6 the Class Representative may be entitled as a Class Member pursuant to this Joint Stipulation of Settlement
7 and plan of allocation. The Class Representative Enhancement paid to the Class Representative will be
8 paid by the Settlement Administrator from the Final Funding Amount within fifteen (15) days of the Final
9 Funding Date. Any reduction by the Court in the Class Representative Enhancement awarded to the Class
10 Representative will be distributed to all Settlement Class Members on a *pro rata* basis proportionate to
11 the amounts due to each Settlement Class Member under this Joint Stipulation of Settlement, in accordance
12 with Paragraph 4.2. The Class Representative shall be obligated to execute a general release of all claims
13 under California Civil Code section 1542 as a condition precedent to payment of the Class Representative
14 Enhancement. The Class Representative Enhancement shall be deemed to be paid to the Class
15 Representative solely in the year in which such payment is actually received by the Class Representative.
16 It is expressly understood and agreed that the receipt of such payment will not entitle Class Representative
17 to additional compensation or benefits under any company bonus, contest, or other compensation or
18 benefit plan or agreement in place during the Class Period, nor will it entitle Class Representative to any
19 increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the
20 intent of this Joint Stipulation of Settlement that the Class Representative is not entitled to any new or
21 additional compensation or benefits outside of this Joint Stipulation of Settlement as a result of having
22 received the individual Class Representative Enhancement.

23 **5.3. PAGA Payment.** Four Thousand Dollars and Zero Cents (\$4,000.00) shall be paid
24 from the Final Funding Amount as PAGA Payment. The Settlement Administrator shall pay Three
25 Thousand Dollars and Zero Cents (\$3,000.00) from that amount directly to the LWDA. The remaining
26 One Thousand Dollars and Zero Cents (\$1,000.00) shall be distributed to all PAGA Class Members on a
27 *pro rata* basis as their Individual PAGA Payment based upon the number of PAGA Pay Periods worked
28 by each PAGA Class Member during the PAGA Period. Individual PAGA Payments shall be distributed

to PAGA Class Members in the same manner as Individual Settlement Payments as set forth in Paragraphs 4.6 and 8.2. If a PAGA Class Member is also a Settlement Class Member, the PAGA Class Member's Individual Settlement Payment and PAGA Payment may be combined into a single check pursuant to Paragraph 4.7.

5.4. Calculation of PAGA Pay Periods. COLONNA'S shall provide the Settlement Administrator with the start and ending dates of each PAGA Class Member's employment within the PAGA Period. Based on this employment history data provided to the Settlement Administrator by COLONNA'S, the Settlement Administrator will calculate each PAGA Class Member's PAGA Pay Periods by dividing the total days employed as a PAGA Class Member during the PAGA Period by seven (7). Partial PAGA Pay Periods will be rounded up to the nearest whole PAGA Pay Period. COLONNA'S employment history data will be presumed to be correct, unless a particular PAGA Class Member proves otherwise to the Settlement Administrator by providing written documentation to support the correction. All disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and non-appealable.

5.5. Individual PAGA Payment Formula. The Settlement Administrator shall calculate individual PAGA Class Member's Individual PAGA Payments by: (a) first, calculating the total number of PAGA Pay Periods worked by all PAGA Class Members; (b) second, dividing the twenty-five percent (25%) of the PAGA Payment to be distributed to PAGA Class Members as set forth in Paragraph 5.3 (*i.e.*, One Thousand Dollars and Zero Cents (\$1,000.00)) by the total number of PAGA Pay Periods worked by all PAGA Class Members; and (c) third, multiplying the quotient of the calculation in step (b) by each PAGA Class Member's individual number of PAGA Pay Periods. Class Members are not permitted to object to or submit a Request for Exclusion from the settlement of the PAGA Claim, and all PAGA Class Members will receive an Individual PAGA Payment whether or not they submit a timely Request for Exclusion.

5.6. Settlement Administration Costs. Class Counsel shall apply to the Court for approval of an award of Settlement Administration Costs not to exceed Three Thousand Dollars and Zero Cents (\$3,000.00) in order to compensate the Settlement Administrator in its efforts in administering this settlement in accordance with Section 8 of this Joint Stipulation of Settlement. Defendants shall not oppose

any request for Settlement Administration Costs not exceeding Three Thousand Dollars and Zero Cents (\$3,000.00). Any award of Settlement Administration Costs shall be paid from the Final Funding Amount. Defendants shall not responsible for any amounts charged by the Settlement Administrator in excess of the amount awarded by the Court. Expenses were not negotiated until a settlement was reached as to all major issues pertaining to the claims of the Class.

5.7. Limitation on Costs and Fees. Except as provided in this Joint Stipulation of Settlement, Defendants shall not be required to pay any other expenses, costs, damages, or fees incurred by Plaintiff, by any Class Member, or by any of their attorneys, experts, advisors, agents, or representatives. Any award of attorneys' fees, costs, and expenses payable hereunder to Class Counsel shall be in complete satisfaction of any and all claims for such attorneys' fees, costs, and expenses, under state or federal law, which the Class Representative, other Class Members, Class Counsel, or any other counsel have or may have against Defendants arising out of or in connection with the Action and this Joint Stipulation of Settlement, including, but not limited to, any claims for attorneys' fees, costs, and expenses involved in litigating the Action and in negotiating and implementing this Joint Stipulation of Settlement, including attorneys' fees, costs, and expenses incurred through and after the final disposition and termination of the Action and including any and all appeals. Defendants shall not be responsible for distributing or apportioning any award of attorneys' fees and expenses among Class Counsel.

5.8. Time for Distribution. After Defendants fund the Final Funding Amount, as provided in Paragraph 4.1, the distribution of payments shall commence as soon as practicable thereafter, but no more than fifteen (15) calendar days after the Final Funding Date.

6. EMPLOYER TAXES.

6.1. The Parties agree that ten percent (10%) of the Individual Settlement Payments to Settlement Class Members, shall be considered payment of wages and subject to the withholding of all applicable local, state, and federal taxes, including payroll taxes.

6.2. The Parties further agree that forty-five percent (45%) of the Individual Settlement Payments to Settlement Class Members shall be considered as the payment of penalties associated with unpaid wages and other claims asserted and forty-five percent (45%) of the Individual Settlement Payments to Settlement Class Members shall be considered payment of interest, and neither the penalties

nor interest portions of the payments to Settlement Class Members shall be subject to any withholdings and shall be reflected on IRS Forms 1099 issued to Settlement Class Members.

6.3. The Parties further agree that Individual PAGA Payments to PAGA Class Members shall be considered as payment as penalties and shall be treated as such pursuant to Paragraph 6.2.

6.4. COLONNA'S portion of Employer Taxes shall be paid into the qualified settlement fund in addition to and separate from the Gross Settlement Amount. The Settlement Administrator shall provide COLONNA'S an accounting of the amount of its portion of Employer Taxes seven (7) calendar days after the Final Effective Date. COLONNA'S shall provide its portion of Employer Taxes to Settlement Administrator as part of the Final Funding Amount in addition to the Gross Settlement Amount.

6.5. The Settlement Administrator shall pay, out of the Final Funding Amount, COLONNA'S share of Employer Taxes and withholdings on that portion of Individual Settlement Payments to Settlement Class Members that is allocated to wages to the relevant state and federal taxing agencies in accordance with applicable law and regulations on behalf of COLONNA'S. The Settlement Administrator will also be responsible for issuing any required state and federal reporting documents (such as IRS Forms W-2s and 1099s) to Settlement Class Members, Class Counsel, and the Class Representative on behalf of COLONNA'S.

6.6. The Settlement Administrator shall withhold appropriate federal, state, and local income taxes and Class Members' share of FICA and Medicare taxes in accordance with the Joint Stipulation of Settlement.

6.7. The Settlement Administrator shall issue a W-2 and Form 1099, under the terms set forth in this Joint Stipulation of Settlement, to Class Members receiving an Individual Settlement Payment.

6.8. Any employer contributions and deductions required by any and all applicable federal, state, and local tax regulations shall be paid out of the Final Funding Amount.

6.9. For all purposes, Individual Settlement Payments shall be deemed to be paid to Class Members solely in the year in which payment of such Individual Settlement Payments are actually received by the Class Members. It is expressly understood and agreed that the receipt of such Individual

1 Settlement Payments will not entitle any Class Member to additional compensation or benefits under any
2 company bonus, contest, or other compensation, or benefit plan or agreement in place during the Class
3 Period, nor will it entitle any Class Member to any increased retirement, 401K benefits or matching
4 benefits, or deferred compensation benefits. It is the intent of this Joint Stipulation of Settlement that
5 Individual Settlement Payments are the sole payments to be made by Defendants to Class Members, and
6 that Class Members are not entitled to any new or additional compensation or benefits as a result of having
7 received the Individual Settlement Payments.

8 **6.10. Tax Liability.** Defendants make no representation as to the tax treatment or legal
9 effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any
10 statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.
11 Class Members and Class Counsel understand and agree that Class Members shall be responsible for the
12 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties,
13 Class Counsel, and Defendants' Counsel free and harmless from and against any claims resulting from
14 treatment of such payments as non-taxable, including the treatment of such payments as not subject to
15 withholding or deduction for payroll and employment taxes.

16 **6.11. Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR
17 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
18 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
19 ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS AGREEMENT, AND NO
20 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
21 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
22 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED
23 UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
24 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
25 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
26 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
27 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
28 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO

1 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
2 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
3 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
4 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
5 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
6 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
7 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
8 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
9 BY THIS AGREEMENT.

10 **7. RELEASE.** In exchange for the consideration set forth in this Joint Stipulation of
11 Settlement, Plaintiff and the Settlement Class Members agree to Release all claims as set forth in the
12 Action, as set forth below.

13 **7.1. Released Claims by Settlement Class.** Upon Final Approval of this Joint
14 Stipulation of Settlement, each Class Member who has not timely and appropriately opted out of this Joint
15 Stipulation of Settlement by way of submitting a Request for Exclusion (*i.e.*, the Settlement Class), fully
16 releases and discharges Released Parties from all Released Claims within the Released Period. This
17 Release also covers all claims for interest, attorneys' fees and costs related to the Action. In addition, any
18 Class Member who has not timely and appropriately opted out of this Joint Stipulation of Settlement in
19 accordance with the Claims Process set forth in Paragraph 8.11 shall be a member of the Settlement Class
20 and forever agrees that he or she shall not institute a claim, nor accept back pay, unpaid wages, liquidated
21 damages, penalties of any nature, attorneys' fees and costs, or any other relief from any other suit, class,
22 collective action, or representative or administrative claim, or other claim of any sort or nature whatsoever
23 against the Released Parties relating to the Released Claims. Notwithstanding, no Class Member is
24 permitted to Request for Exclusion from or object to the settlement of the PAGA Claim and all PAGA
25 Class Members shall be bound by the release of the PAGA Claim regardless of whether the PAGA Class
26 Member timely submits a valid Request for Exclusion from the Settlement Class

27 **7.2. Effective Dates of Release.** The Release set forth in paragraph 7.1 shall cover all
28 claims held by the Releasing Parties during the Class Period.

1 **7.3. Released Claims by the Plaintiff.** Plaintiff agrees that in exchange for Defendants’
2 payment of the Court-approved Class Representative Enhancement, Plaintiff agrees, for himself and his
3 respective spouse, heirs, successors and assigns, to forever release the Released Parties from any and all
4 charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages,
5 actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature
6 whatsoever, from the beginning of time through the date of her signature on this Agreement, known or
7 unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any
8 federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising
9 out of, based upon, or relating to her employment with Defendant or the remuneration for, or termination
10 of, such employment. Plaintiff’s Release does not extend to any claims or actions to enforce this
11 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security
12 benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class
13 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
14 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s
15 Release shall be and remain effective in all respects, notwithstanding such different or additional facts or
16 Plaintiff’s discovery of them. Plaintiff’s Release of Claims also includes a waiver of California Civil Code
17 section 1542. Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of
18 section 1542 of the California Civil Code, which provides as follows:

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

25 **7.4. All Members Of The Settlement Class Are Settling Parties.** All Settlement Class
26 Members shall be bound by the terms and conditions of this Joint Stipulation of Settlement, including all
27 orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and opposition
28 to the fairness, reasonableness, and adequacy of this Joint Stipulation of Settlement, and any of its terms.

7.5. Effect of Joint Stipulation of Settlement. If the Joint Stipulation of Settlement is
given final approval, it shall operate as a full, complete, and final release of all the Released Claims of the

Class Representative, all the Released Claims of the Settlement Class Members, and all Releasing Parties. Additionally, this Joint Stipulation of Settlement shall operate as a full, complete, and final release of the PAGA Claim by all PAGA Class Members employed during the PAGA Period, regardless of whether any such PAGA Class Member submitted a timely, valid Request for Exclusion from the Joint Stipulation of Settlement.

7.6. No Other Liability. The Joint Stipulation of Settlement shall be in full settlement, compromise, release and discharge of the Released Claims and each of them, and the Released Claims by the Class Representative, and the Released Parties shall have no further or other liability or obligation to any member of the Settlement Class, the Class Representative, or any other Releasing Party with respect to the Released Claims, except as expressly provided herein.

8. SETTLEMENT ADMINISTRATION

8.1. Engagement of Settlement Administrator. The Parties have agreed to retain Phoenix Settlement Administrators as the Settlement Administrator to perform the Class Notice and other claims administration functions necessary for the Parties to fulfill their settlement obligations.

(a) The Settlement Administrator shall perform the customary duties of a Settlement Administrator including, but not limited to, the following:

- (i)** Preparing, printing, and disseminating the Class Notice to Class Members;
- (ii)** Promptly furnishing to Class Counsel and Defendants' Counsel copies of all Objections and Requests for Exclusion received;
- (iii)** Promptly furnishing to Defendants' Counsel copies and information regarding, and verifying the information contained within, all disputes submitted by Class Members regarding the Class Workweeks and PAGA Pay Periods stated on their Class Notice;
- (v)** Calculating all Employer Taxes on all Individual Settlement Payments, and, within seven (7) days after the Final Effective Date, informing Defendants' Counsel of the amount of COLONNA'S

share of Employer Taxes to be included in the Final Funding Amount; and

(vi) Distributing Individual Settlement Payments or Individual PAGA Payments to all Settlement Class Members and PAGA Class Members. Additionally, the Settlement Administrator will handle all tax document preparation and filing, including state and federal tax forms, if any.

(b) Also, on a weekly basis after the Notice Date, the Settlement Administrator shall provide Defendants' Counsel and Class Counsel with a summary report, including the total number of Class Notices that were returned as undeliverable, and the total number of Workweek Disputes, Requests for Exclusion, and Objections received. The Settlement Administrator shall maintain records of its work, which shall be available for inspection upon request by Defendants' Counsel or Class Counsel.

8.2. Identification of Class Members. COLONNA'S will complete a review of its records to identify the Class Members. Within twenty-one (21) calendar days of the entry of the Preliminary Approval Order, COLONNA'S shall provide the Settlement Administrator with "Class Data List," which shall consist of the following information:

(a) The names, last known addresses, and social security numbers of each Class Member;

(b) The total number of Class Workweeks worked by each Class Member during the Class Period;

(c) The total number of PAGA Pay Periods worked by each PAGA Class Member during the PAGA Period; and

(d) Such other information that the Settlement Administrator requires to identify Class Members.

Upon its receipt of the Class Data List, and no later than seven (7) days thereafter, the Settlement Administrator shall access the National Change of Address ("NCOA") Database, and update the addresses

maintained by COLONNA'S before mailing the Class Notice.

8.3. Privacy of Class Information. Any production of information to Class Counsel from the Class Data List must be made in redacted form so that only the name and Individual Settlement Payment or Individual PAGA Payment will be provided. Other private information, including address, phone number, social security number, or other identifying information shall not be provided to Class Counsel.

8.4. Modification of Class Data List. If Defendants, Class Counsel, and the Settlement Administrator determine, based upon further review of available data, that a person previously identified as being a Class Member should not be so included or identify a person who should have been included as a Class Member but was not so included, Defendants and the Settlement Administrator shall promptly delete or add such person as appropriate and notify Class Counsel prior to such deletions or additions (and the reasons therefore). The time periods and methodologies set forth herein reflect COLONNA'S best current belief as to its ability to make such identifications and it is understood that COLONNA'S, in undertaking the tasks set forth herein, shall use reasonable efforts to identify all Class Members and to determine their last known addresses and social security numbers, as provided above, and to do so within the stated time periods. Other than the obligations set forth in this Joint Stipulation of Settlement, Defendants shall have no additional obligation to identify or locate any Class Member.

8.5. Information on Class Notice For Persons Identified As Class Members. On or before the Notice Date (*i.e.*, within forty-five (45) calendar days of the entry of the Preliminary Approval Order), the Settlement Administrator shall send the Class Notice by bulk first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above. The Class Notice shall state the total number of Class Workweeks worked during the Class Period to whom it is being sent, and the total number of PAGA Pay Periods worked during the PAGA Period (if applicable) and that Defendants shall make available to the Class Member an Individual Settlement Payment as set forth in this Joint Stipulation of Settlement, subject to the limitations set forth herein. The number of Class Workweeks worked by the Class Member and the number of PAGA Pay Periods worked by PAGA Class Members shall be determined according to COLONNA'S records.

8.6. Notice Deemed Effective. Unless the Settlement Administrator receives a Class

1 Notice returned from the United States Postal Service for reasons discussed below in this Paragraph, that
2 Class Notice shall be deemed mailed and received by the Class Member on the date it was sent. In the
3 event that subsequent to the first mailing of a Class Notice and prior to the Response Deadline, Class
4 Notice is returned to the Settlement Administrator by the United States Postal Service because the address
5 of the recipient is no longer valid or the envelope is marked "Return to Sender," the Settlement
6 Administrator shall undertake another attempt to ascertain the current address of the particular Class
7 Member as provided in Paragraph 8.2 and by conducting a skip trace and, if such an address is ascertained,
8 the Settlement Administrator will re-send the Class Notice within three (3) business days of receipt of the
9 returned Class Notice. In either event, the Class Notice shall be deemed received once it is mailed for the
10 second time. In the event that subsequent to the first mailing of a Class Notice and on or after the Response
11 Deadline, that Class Notice is returned to the Settlement Administrator by the United States Postal Service
12 because the address of the recipient is no longer valid or the envelope is marked "Return to Sender," the
13 Settlement Administrator shall be required to take no further action with Class Notice to that Class
14 Member, and Class Notice shall be deemed to have been delivered to that Class Member. In the event that
15 subsequent to the first mailing of a Class Notice and prior to the Response Deadline, or up to fifteen (15)
16 calendar days after the Response Deadline, the Class Notice sent to that Class Member is returned to the
17 Settlement Administrator by the United States Postal Service with a forwarding address for the recipient,
18 the Settlement Administrator shall re-mail the notice to that address within three (3) business days of
19 receipt of the returned Class Notice, the Class Notice will be deemed mailed and received by that Class
20 Member at that time, and the forwarding address shall be deemed the updated address for that Class
21 Member. In any event, if the Settlement Administrator does not receive notice from the United States
22 Postal Service that Class Notice to a particular Class Member is undeliverable, or should be sent to a
23 forwarding address, at least ten (10) calendar days prior to the deadline for the Settlement Administrator
24 to provide the Declaration of Compliance pursuant to Paragraph 8.13 below, the notice procedures in this
25 Paragraph will be deemed to have been effectuated as to that Class Member and no further action need be
26 taken by the Settlement Administrator with regard to Class Notice to that Class Member, unless directed
27 to by the Court.

28 **8.7. Time to Request Exclusion, or To Object.** Class Members will have until the

1 Response Deadline (*i.e.*, forty-five (45) days after the Notice Date), to submit any Objections or postmark
2 and mail a Request for Exclusion. PAGA Class Members shall not be permitted to submit and Objection
3 or Request from Exclusion from the settlement of the PAGA Claim.

4 **8.8. Extension For Response Due To Re-Mailing of Class Notice.** In the event the
5 Settlement Administrator must re-mail any Class Notice due to being returned for an invalid address, the
6 Response Deadline shall be extended for those re-mailings to no later than ten (10) calendar days from
7 the date of the re-mailing of the Class Notice. The Settlement Administrator shall include a cover letter
8 with any re-mailing informing the Class Member of the re-mailing of the Class Notice and specify the
9 actual calendar date by which the Class Member must postmark any response, even if postmarked after
10 the original Response Deadline. The new Response Deadline for that Class Member shall be calculated
11 by taking the date of mailing and adding ten (10) calendar days. Compliance with the procedures described
12 in this Paragraph shall constitute due and sufficient notice to Class Members of this Joint Stipulation of
13 Settlement and of the Final Fairness Hearing, and shall satisfy the requirements of due process. Nothing
14 additional shall be required of or done by the Settling Parties, Class Counsel, Defendants' Counsel, or the
15 Settlement Administrator to provide notice of this Joint Stipulation of Settlement and the Final Fairness
16 Hearing, unless the Court orders otherwise.

17 **8.9. Disputes Regarding Class Workweeks.** The Class Notice shall state each Class
18 Member's number of Class Workweeks for which the Class Member is entitled to recovery, and if
19 necessary, the number of PAGA Pay Periods for which the PAGA Class Member is entitled to recovery.
20 The Class Notice shall also state that, if the Class Member disagrees with the information set forth thereon
21 regarding the number of Class Workweeks worked during the Class Period, or the number of PAGA Pay
22 Periods worked during the PAGA Period, the Class Member must submit to the Settlement Administrator
23 the information that he or she believes is correct, explain the basis for such belief, and submit written
24 documentation to support his or her challenge. Failure to submit written documentation to the Settlement
25 Administrator by the Response Deadline to support such challenge will cause COLONNA'S information
26 to be deemed controlling, without the need for a curative letter from the Settlement Administrator.

27 **8.10. Objections to the Settlement.** Any member of the Class may object to the
28 proposed Joint Stipulation of Settlement, or any portion thereof, by mailing a written objection, and

supporting papers, if any, to the Settlement Administrator at the address that is set forth in the Class Notice. To be timely, all objections should be postmarked no later than the Response Deadline (*i.e.*, forty-five (45) days after the Notice Date), subject to the extensions stated above. A written objection should contain the objecting person's full name, current address, last four digits of his or her social security number, and include all objections and the reasons therefore, and include any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations). The objection should also be dated and signed by the Class Member. The Settlement Administrator shall send all objections by .pdf to Defendants' Counsel and Class Counsel. Any objecting Class Member may also appear at the Final Fairness Hearing and present his or her objection to the Court orally. Any Class Member who files an objection remains a part of the Settlement Class, eligible to receive monetary compensation from the Settlement. Neither Defendants nor the Class shall be responsible for fees, costs, or expenses related to any Class Members who submit objections to the Joint Stipulation of Settlement or any appeal by an objector arising from the Action for attorneys' fees, costs, or expenses of any kind. Notwithstanding the above, no Class Member shall be permitted to object to the settlement of the PAGA Claim.

8.11. Request For Exclusion. In order for a Class Member to validly and effectively Request for Exclusion from, and opt out of, this Joint Stipulation of Settlement, the Class Member must submit a valid, fully-executed Request for Exclusion to the Settlement Administrator, which must be postmarked no later than the Response Deadline (*i.e.*, forty-five (45) calendar days after the Notice Date), subject to the extensions stated above. In the Request for Exclusion, the Class Member must provide his or her full name, last four digits of the Class Member's social security number, and sign and date the Request for Exclusion to validly and effectively opt out of this Settlement. Any Class Member who is validly excluded from this Joint Stipulation of Settlement as provided in this Paragraph shall not receive any payment from this Settlement, unless the Class Member is a PAGA Class Member entitled to a portion of the Individual PAGA Payment, shall have no right to object to this Joint Stipulation of Settlement, and shall not be bound by any Release provided for in this Joint Stipulation of Settlement. Notwithstanding the above, no PAGA Class Member shall be permitted to opt-out of the settlement of the PAGA Claim, and, as a result, any qualifying PAGA Class Member shall receive an Individual PAGA Payment and shall be bound by the release of the PAGA Claim despite the submission of a Request for Exclusion.

1 **8.12. Discharge of Obligations.** Defendants shall fully discharge their obligations under
2 this Joint Stipulation of Settlement once the Final Funding Amount is provided to the Settlement
3 Administrator. The Settlement Administrator shall fully discharge its obligations to those Class Members
4 to whom it will provide payment of an Individual Settlement Payment and/or Individual PAGA Payment
5 through the mailing of a check as set forth in Paragraphs 4.6 and 5.3, above, regardless of whether such
6 checks are actually received or negotiated by Class Members. Any check that is not negotiated within one
7 hundred eighty (180) days of mailing to a Class Member, or that is undeliverable, shall not be re-issued
8 and those funds shall be distributed as follows: Twenty-Five percent (25%) to the State Treasury for
9 deposit in the Trial Court Improvement and Modernization Fund established in Section 77209 of the
10 Government Code, and subject to appropriation in the annual Budget Act for the Judicial Council to
11 provide grants to trial courts for new or expanded collaborative courts or grants for Sargent Shriver Civil
12 Counsel; and Seventy-Five percent (75%) to Free To Thrive, a nonprofit organization pursuant to
13 California Code of Civil Procedure section 384 as the *cy pres* beneficiaries designated by the Parties. Any
14 checks that were delivered to a Class Member, but remain uncashed at the time the checks expire as set
15 forth above, will similarly be distributed: Twenty-Five percent (25%) to the State Treasury for deposit in
16 the Trial Court Improvement and Modernization Fund; and Seventy-Five percent (75%) to Free To Thrive,
17 a nonprofit organization pursuant to California Code of Civil Procedure section 384 as the *cy pres*
18 beneficiaries designated by the Parties. The Final Funding Amount represents Defendants' complete and
19 total financial obligation with respect to the Joint Stipulation of Settlement and shall be funded to the
20 Settlement Administrator via wire transfer or electronic funds transfer on or before the Final Funding
21 Date. Upon provision of the Final Funding Amount by Defendants to the Settlement Administrator, all of
22 Defendants' obligations under this Joint Stipulation of Settlement shall be deemed complete.

23 **8.13. Settlement Administrator Declaration of Compliance.** No later than fifteen (15)
24 calendar days after the Response Deadline, the Settlement Administrator shall provide Class Counsel and
25 Defendants' Counsel with a declaration attesting to completion of the notice process, including any
26 attempts to obtain updated addresses for, and the re-sending of, any returned Class Notices, including the
27 steps set forth in Paragraphs 8.2 through 8.11 above ("Declaration of Compliance"), which shall be filed
28 with the Court by Class Counsel.

1 **9. APPLICATION FOR PRELIMINARY APPROVAL ORDER.** Class Representative
2 will file a Motion for Preliminary Approval of the proposed Joint Stipulation of Settlement. In connection
3 with the Motion, the Parties shall apply for a Preliminary Approval Order that contains the following
4 provisions:

- 5 **(a)** Conditionally certifying the Class, pursuant to Paragraph 2.5;
- 6 **(b)** Appointing Class Counsel;
- 7 **(c)** Appointing Plaintiff Chance as Class Representative;
- 8 **(d)** Preliminarily approving the Joint Stipulation of Settlement under the legal
9 standards relating to the preliminary approval of class action settlements;
- 10 **(e)** Approving the form of the Class Notice and finding that the proposed method of
11 disseminating the Class Notice meets the requirements of California Code of Civil
12 Procedure section 382 and due process, and is the best notice practicable under the
13 circumstances;
- 14 **(f)** Preliminarily approving the settlement of the PAGA Claim and the PAGA
15 Payment;
- 16 **(g)** Approving Phoenix Settlement Administrators as the Settlement Administrator;
- 17 **(h)** Establishing the procedures and the deadline by which Class Members may assert
18 Objections to or submit Requests for Exclusion from the Joint Stipulation of
19 Settlement;
- 20 **(i)** Directing the mailing of the Class Notice by first class mail to the Class;
- 21 **(j)** Setting a date for the Final Fairness Hearing; and
- 22 **(k)** Setting a date that is approximately seven (7) days before the date of the Final
23 Fairness Hearing by which the Parties must file their respective responses to any
24 Objections to the Joint Stipulation of Settlement that were filed by Class Members
25 on or before the Response Deadline.

26 **10. FINAL FAIRNESS HEARING.** Class Representative shall file a Motion for Final
27 Approval of this Settlement in advance of the Final Fairness Hearing, as ordered by the Court in its
28 Preliminary Approval Order. At the Final Fairness Hearing, the Parties shall use their best efforts to urge

the Court to grant final approval of the Joint Stipulation of Settlement in its entirety (including any modification made thereto with the consent of the Settling Parties as provided herein), and to enter a Final Approval Order and Judgment as set forth in Paragraphs 11.1 and 11.2.

11. FINAL APPROVAL ORDER AND JUDGMENT. If the Joint Stipulation of Settlement (including any modification made thereto with the consent of the Settling Parties as provided herein) is finally approved by the Court following the Final Fairness Hearing, the Settling Parties hereto shall jointly request that the Court enter a Final Approval Order and Judgment as follows:

11.1. Final Approval Order. The Final Approval Order shall include the following provisions:

- (a) Finding that the dissemination of the Class Notice in the form and manner ordered by the Court was accomplished as directed, met the requirements of due process, was the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto;
- (b) Finding that the Class Representative and Class Counsel herein have fairly and adequately represented and protected the interests of the Class at all times in the Action and awarding attorneys' fees and costs;
- (c) Finally approving the Joint Stipulation of Settlement as fair, reasonable, and adequate, and directing consummation of the Joint Stipulation of Settlement in accordance with its terms and provisions;
- (d) Finally approving the settlement of the PAGA Claim; and
- (e) Entering judgment pursuant to California Rule of Court 3.769 as set forth in Paragraph 11.2.

11.2. Judgment. The Judgment shall include the following provisions:

- (a) Definition of the Class;
- (b) Direction to the Settling Parties to implement the terms of the Joint Stipulation of Settlement, including, without limitation, the provisions regarding the payment of the Individual Settlement Payments to each member of the Settlement Class, Individual PAGA Payments to PAGA

1 Class Members, and the portion of the PAGA Payment to the LWDA, as set
2 forth in this Joint Stipulation of Settlement;

3 (c) Entering judgment and permanently barring and enjoining all qualifying
4 Class Members from prosecuting any future PAGA Claim released by this
5 Joint Stipulation of Settlement and permanently barring and enjoining all
6 Settlement Class Members from prosecuting against any of the Released
7 Parties, any individual, class, or collective claims based on any of the
8 Released Claims released herein;

9 (d) Awarding reasonable attorneys' fees, costs, and expenses to Class Counsel
10 and the Settlement Administrator as provided in Paragraphs 5.1 and 5.6, and
11 subject to the limitations set forth in Paragraphs 5.3 and 5.7, or reserving
12 jurisdiction with respect thereto;

13 (e) Awarding enhancement to the Class Representative as provided in
14 Paragraph 5.2, and subject to the limitations set forth therein, or reserving
15 jurisdiction with respect thereto; and

16 (f) Reserving continuing and exclusive jurisdiction over all matters related to
17 the administration and consummation of the terms of this Joint Stipulation
18 of Settlement, over the enforcement, construction and interpretation of this
19 Joint Stipulation of Settlement, over the enforcement, construction, and
20 interpretation of the Judgment, including, but not limited to, the provisions
21 therein enjoining any further litigation of Released Claims, and over
22 Plaintiff and all Class Members (and their attorneys and law firms) in
23 connection therewith.

24 **12. DEFENDANTS' COMMENT ON SETTLEMENT APPROVAL MOTION**
25 **PAPERS.** Class Representative will provide Defendants with the opportunity to review and comment
26 upon the drafts of all pleadings to be filed in connection with their Motion for Preliminary Approval and
27 Motion for Final Approval (*e.g.*, notice of motion, memorandum of points and authorities, and declarations)
28 within three (3) days of filing of these respective motions with the Court.

1 **13. FINALITY; EFFECT OF THE JOINT STIPULATION OF SETTLEMENT NOT**
2 **BEING FINAL.**

3 **13.1. Finality.** The approval of the Joint Stipulation of Settlement shall be considered
4 final on the Final Effective Date. Except as expressly stated herein, none of the obligations of Defendants
5 pursuant to the Joint Stipulation of Settlement shall become effective until the Joint Stipulation of
6 Settlement becomes final, but Defendants may waive this condition in writing.

7 **13.2. Settlement Not Final.** In the event that the Joint Stipulation of Settlement does not
8 become final, or does not become effective for any reason other than the failure of any Party to perform
9 such Party's obligations hereunder (except as to the Joint Stipulation of Settlement not becoming final
10 because of any appeal, which circumstance can be waived by Defendants), then the Joint Stipulation of
11 Settlement shall become null and void and of no further force and effect, and all negotiations, proceedings,
12 and statements relating thereto shall be without prejudice as to the rights of any and all Parties hereto and
13 their respective predecessors and successors, and all Parties and their respective predecessors and
14 successors shall be deemed to have reverted to their respective positions in the Action as of the date and
15 time immediately prior to the execution of this Joint Stipulation of Settlement, and except as otherwise
16 expressly provided, the effect shall be the same as if the Joint Stipulation of Settlement was terminated
17 pursuant to Paragraphs 14.2 and 14.3.

18 **14. TERMINATION OF SETTLEMENT**

19 **14.1. Right of Rescission.** In the event that Class Members representing more than an
20 aggregate total of five percent (5%) of the total number of Class Members or who are assigned more than
21 an aggregate total of five percent (5%) of the total number of Class Workweeks, whichever is greater,
22 elect to exclude themselves from this Joint Stipulation of Settlement, Defendants will have the unilateral
23 right to void this Joint Stipulation of Settlement within fifteen (15) calendar days of the Response
24 Deadline.

25 **14.2. Terminating Events.** This Joint Stipulation of Settlement shall be void, the class
26 certification order shall be nullified, and the Preliminary Approval Order and the Final Approval Order
27 and Judgment shall be vacated upon application to the Court in the event that: (a) Defendants' Counsel
28 exercises its rights under Paragraph 14.1 (subject to the terms and conditions set forth therein); (b) the

1 Court declines to enter Preliminary Approval of this Joint Stipulation of Settlement or declines to enter
2 the Final Approval Order or Judgment or any part thereof as provided for herein, or the Parties hereto fail
3 to consent to the entry of alternative forms of Judgment, in lieu thereof, or after such consent the Court
4 declines to enter such alternate form of Judgment; (c) any other conditions to the Joint Stipulation of
5 Settlement are not satisfied; (d) the Court disapproves this Joint Stipulation of Settlement, or any term
6 contained in this Joint Stipulation of Settlement, including any amendments hereto, and such disapproval
7 becomes final by reason of its affirmance on appeal or lapse of time or otherwise; or (e) the Court approves
8 this Joint Stipulation of Settlement, including any amendments hereto, but any such Judgment and Final
9 Approval Order is finally reversed on appeal.

10 **14.3. Effect of Termination.** Upon any such occurrence set forth above in Paragraph
11 14.2: (a) this Joint Stipulation of Settlement (with the exception of Paragraphs 13.2 and 15) shall be
12 terminated and become void and of no effect, except for the obligation of the Settling Parties to pay, on
13 an equal basis (except that Defendants will be responsible for the Settlement Administrator's fees if
14 Defendants exercise their right to rescind the Settlement pursuant to Paragraph 14.1), for any and all
15 expenses incurred in connection with the notice and administration of the Joint Stipulation of Settlement
16 on or before the date on which the Joint Stipulation of Settlement is terminated; (b) any actions taken or
17 to be taken in connection with this Joint Stipulation of Settlement and the Joint Stipulation of Settlement
18 shall become null and void and of no effect; (c) this Joint Stipulation of Settlement and any hearings or
19 proceedings thereunder shall not be referred to or used as evidence for or against any Party or Class
20 Member in this or any other action or proceeding; and (d) all pretrial proceedings, including discovery,
21 shall resume thirty (30) calendar days thereafter as if this Joint Stipulation of Settlement had not been
22 submitted for approval of the Court.

23 **15. NO ADMISSIONS.** The Settling Parties understand and agree that this Joint Stipulation
24 of Settlement is the result of a good faith compromise settlement of disputed claims, and Defendants are
25 entering into this Joint Stipulation of Settlement solely to resolve doubtful and disputed matters. No part
26 of this Joint Stipulation of Settlement or any conduct or written or oral statements made in connection
27 with this Joint Stipulation of Settlement, whether or not the Joint Stipulation of Settlement is finally
28 approved or consummated, may be offered as or construed to be an admission or concession of any kind

1 by Defendants or any of the other Released Parties, or anyone else. In particular, but without limiting the
2 generality of the foregoing, nothing about this Joint Stipulation of Settlement shall be offered or construed
3 as an admission that Defendants have failed to pay any Class Member in accordance with its obligations
4 set forth in the California Labor Code or the Fair Labor Standards Act, or of liability in general, or any
5 wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendants or any other of the
6 Released Parties, as alleged in the Complaint, which shall be the operative complaint in this Action.
7 Similarly, nothing about this Joint Stipulation of Settlement shall be construed as or deemed to be evidence
8 of, or an admission or concession that, the Class Representative or any Class Member has suffered any
9 damage. In addition, this Joint Stipulation of Settlement shall not be offered or be admissible in evidence
10 against Defendants or any Released Party, except in any action or proceeding brought by or against
11 Plaintiff, the Class, Class Members, or Defendants to enforce its terms, or by Defendants in defense of
12 any claims brought by Plaintiff, the Class Members, or any member of the general public, including any
13 and all individuals who opted out of the Class. The provisions of this Paragraph shall become effective
14 when this Joint Stipulation of Settlement is signed and shall be binding on the Settling Parties and their
15 counsel regardless of whether the Joint Stipulation of Settlement is preliminarily and/or finally approved
16 or terminated for any reason or rendered null and void.

17 **16. EXTENSIONS OF TIME.** Without further order of the Court, the Parties hereto may
18 agree in writing to reasonable extensions of time to carry out any of the provisions of this Joint Stipulation
19 of Settlement.

20 **17. CONSTRUCTION.** This Joint Stipulation of Settlement was entered into after substantial
21 good faith, arms-length negotiations between the Parties' counsel. This Joint Stipulation of Settlement is
22 entered into freely and voluntarily only after each Party had carefully read and reviewed it with counsel,
23 and it reflects the conclusion of each Party that this Joint Stipulation of Settlement and the Judgment and
24 the Releases, waivers, and covenants contemplated hereby are in the best interest of said Party. This Joint
25 Stipulation of Settlement has been entered into without any coercion and under no duress. The Settling
26 Parties acknowledge and agree that all Settling Parties had an equal hand in drafting this Joint Stipulation
27 of Settlement so that it shall not be deemed to have been prepared or drafted by one Party or another. All
28 Settling Parties waive the provisions of California Civil Code section 1654, which provides, in pertinent

part, that “the language of a contract should be interpreted most strongly against the Party who causes the uncertainty to exist.” Except as expressly provided herein, this Joint Stipulation of Settlement is not intended to confer any rights or remedies upon any person other than the Settling Parties.

18. LIMITED CONFIDENTIALITY. This Joint Stipulation of Settlement shall remain confidential to the extent permitted by law. The Parties agree not to publicize the Settlement except as required by the operation of law.

19. NO PUBLIC COMMENT. Class Representative and Class Counsel agree they will not issue any press releases, publish any information relating to the Settlement on their website, or have any communications with the media, other than to direct the media to the public records of the Action on file with the Court or to respond with statements that have been previously agreed upon in writing by the Parties. Class Counsel will take reasonable steps to ensure the Class Representative is aware of, and will adhere to, the restriction against any media comment on the Joint Stipulation of Settlement and its terms.

20. ENTIRE AGREEMENT. This Joint Stipulation of Settlement (including all Exhibits annexed hereto) and the Individual Settlement Agreements to be executed by Class Representative set forth the entire agreement of the Settling Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Joint Stipulation of Settlement, whether oral or written, regarding the subjects covered herein. The Settling Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Settling Parties or by anyone acting on behalf of the Settling Parties that are not embodied or incorporated by reference herein, and further agree that no other agreement, covenant, representation, inducement, promise, or statement relating to the subjects covered herein not set forth in writing in this Joint Stipulation of Settlement, shall be valid or binding.

21. MODIFICATION OR AMENDMENT. This Joint Stipulation of Settlement may not be modified or amended except in a writing signed by all signatories hereto or their successors in interest.

22. DEADLINES FALLING ON WEEKENDS OR HOLIDAYS. To the extent that any deadline set forth in this Joint Stipulation of Settlement falls on a Saturday, Sunday, or legal holiday in the State of California, that deadline shall be continued until the following business day.

1 **23. SUCCESSORS.** This Joint Stipulation of Settlement shall be binding upon and inure to
2 the benefit of the Settling Parties hereto (including Class Members) and their respective heirs, executors,
3 administrators, successors, and assigns, and upon any corporation, partnership, or other entity into or with
4 which any Settling Party hereto may merge, combine, or consolidate.

5 **24. SEVERABILITY.** In the event that any one or more of the provisions contained in this
6 Joint Stipulation of Settlement shall for any reason be held invalid, illegal, or unenforceable in any respect,
7 such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendants'
8 Counsel and Class Counsel, on behalf of the Settling Parties and the Class, mutually elect in writing to
9 proceed as if such invalid, illegal, or unenforceable provision had never been included in this Joint
10 Stipulation of Settlement.

11 **25. COUNTERPARTS.** This Joint Stipulation of Settlement may be executed in counterparts,
12 each of which shall be deemed an original, and all of which together shall constitute one and the same
13 instrument. Facsimile transmission of the signatures of the Parties or their representatives shall be binding
14 on the Parties.

15 **26. WAIVERS.** The waiver by any Party of any breach of this Joint Stipulation of Settlement
16 shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or
17 contemporaneous, of this Joint Stipulation of Settlement.

18 **27. GOVERNING LAW.** This Joint Stipulation of Settlement shall be governed by and
19 construed, enforced, and administered in accordance with the laws of the State of California, without
20 regard for the law of the State regarding conflicts of laws or choice of law. Any orders or judgments
21 entered by the Court in conjunction with the proceedings relating to or arising out of this Joint Stipulation
22 of Settlement shall be construed and enforced under, and all issues relating to the preclusive effect of such
23 orders or judgments shall be determined by, the California Code of Civil Procedure and the common law
24 of the State of California, relating to the construction, enforcement, and preclusive effect of orders and
25 judgments entered by this Court.

26 **28. CONTINUING JURISDICTION.** Except as otherwise specifically provided for herein,
27 pursuant to California Code of Civil Procedure section 664.6, the Court will have continuing jurisdiction
28 over the Action for the purpose of implementing the Joint Stipulation of Settlement, the Final Approval

of the Settlement, entry of Judgment, and post-judgment issues, until all related matters are fully resolved. Except as provided in Paragraph 8.9, any dispute regarding the Parties' obligations pursuant to this Joint Stipulation of Settlement or interpretation of the terms of this Joint Stipulation of Settlement will be presented by written motion to, and be resolved by, the Court.

29. REGULATION. In the event that any provision in this Joint Stipulation of Settlement shall be affected by any rule, regulation, ordinance, order, directive, or statute by any unit of government, whether state, federal, or local, such rule, regulation, ordinance, order, directive, or statute shall supersede and take precedence over any such provision of this Joint Stipulation of Settlement to the contrary, and in no event shall Defendants be in violation of this Joint Stipulation of Settlement nor shall this Joint Stipulation of Settlement be in any way affected should Defendants take any action or change any of its business practices to comply with such state, federal, or local rules, regulations, ordinances, or statutes currently in force or enacted in the future.

30. HEADINGS. The headings contained in this Joint Stipulation of Settlement are for convenience and reference purposes only and shall not be given weight in its construction.

31. NOTICES. Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Joint Stipulation of Settlement, other than Class Notice, shall be in writing and, except as provided elsewhere in this Joint Stipulation of Settlement or in any communication to the Class, shall be delivered personally, via overnight delivery or via postage pre-paid first class mail, as follows: (1) to Class Representative, the Class, and Class Counsel to the attention of Nicholas Ferraro of FERRARO VEGA EMPLOYMENT LAWYERS, INC., 3160 Camino del Rio S Ste 308, San Diego, California 92108; and (2) to Defendants and Defendants' Counsel to the attention of Lara P. Besser and Annalyse E. Butler of Jackson Lewis P.C., 225 Broadway, Suite 1800, San Diego, California 92101. By written notice given in accordance herewith, each Party may modify or change the addressee or address of any person identified above or pursuant hereto as the person or persons to whom all future notices shall be sent.

32. SIGNATURES OF PARTIES AND COUNSEL FOR THE SETTLING PARTIES. Parties and counsel for the Settling Parties indicate by signing below their approval of the form of this

Joint Stipulation of Settlement (and exhibits thereto). Counsel for the Parties agree to undertake all necessary actions to fulfill the respective Parties' obligations under this Agreement.

33. DISPUTES. All disputes arising out of or related to this Joint Stipulation of Settlement (except disputes as to Claims of Class Members, which are governed by the provisions of Paragraph 8.9) shall be resolved by the Court, as set forth in Paragraph 28 above.

SO STIPULATED.

DATED: June30, 2023



By: _____
SETH CHANCE

DATED: June __, 2023

By: _____
COLONNA'S SHIPYARD, INCORPORATED and
COLONNA'S SHIPYARD WEST, LLC
By: _____
Its: _____

APPROVED BY COUNSEL AS TO FORM ONLY:

DATED: June30, 2023

FERRARO VEGA



By: _____
Nicholas Ferraro
Lauren Vega
Attorneys for Plaintiff
SETH CHANCE

DATED: June __, 2023

JACKSON LEWIS P.C.

By: _____
Lara P. Besser
Annalyse E. Butler
Attorneys for Defendants
COLONNA'S SHIPYARD, INCORPORATED and
COLONNA'S SHIPYARD WEST, LLC

4894-6678-7437, v. 1

Joint Stipulation of Settlement (and exhibits thereto). Counsel for the Parties agree to undertake all necessary actions to fulfill the respective Parties' obligations under this Agreement.

33. DISPUTES. All disputes arising out of or related to this Joint Stipulation of Settlement (except disputes as to Claims of Class Members, which are governed by the provisions of Paragraph 8.9) shall be resolved by the Court, as set forth in Paragraph 28 above.

SO STIPULATED.

DATED: June __, 2023

July
DATED: June 7, 2023

By: _____
SETH CHANCE

Robert M. Boyd
By: _____
COLONNA'S SHIPYARD, INCORPORATED and
COLONNA'S SHIPYARD WEST, LLC
By: _____
Its: _____

APPROVED BY COUNSEL AS TO FORM ONLY:

DATED: June __, 2023

FERRARO VEGA

By: _____
Nicholas Ferraro
Lauren Vega
Attorneys for Plaintiff
SETH CHANCE

July
DATED: June 7, 2023

JACKSON LEWIS P.C.

Lara Besser
By: _____
Lara P. Besser
Annalyse E. Butler
Attorneys for Defendants
COLONNA'S SHIPYARD, INCORPORATED and
COLONNA'S SHIPYARD WEST, LLC

4894-6678-7437, v. 1