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Attorneys for Defendant
COLLABERA, INC.

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

IVAN MARQUEZ, individually and on
behalf of others similarly situated and as an
aggrieved employee and Private Attorney
General; FERNANDO SALGUERO,
individually and on behalf of others
similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiffs,

vs.

COLLABERA INC., a New Jersey
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2022-00010988-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO:
Hon. John S. Meyer

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

Complaint Filed: March 22, 2022
Trial Date: None

Plaintiff Ivan Marquez (“Plaintiff”) and Defendant Collabera, Inc. (Defendant”) (together referred to collectively as the “Parties”) hereby submit, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions.

A. DEFINITIONS

As used in this Joint Stipulation of Class Action and PAGA Settlement (“Joint Stipulation,” “Settlement Agreement,” or “Agreement”), the following terms shall have the meanings specified below. To the extent terms or phrases used in this Joint Stipulation are not specifically defined below, but are defined elsewhere in the Joint Stipulation, they are incorporated by reference into this definition section.

1. “Action” shall mean the Operative Complaint that was filed in the Superior Court of the State of California for the County of San Diego and any amendments thereto as of the date of the filing of the Motion for Preliminary Approval, bearing Case No. 37-2022-00010988-CU-OE-CTL.

2. “Class” or “Class Members” shall mean all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period.

3. “Class Participant(s)” shall mean any and all members of the class except those who timely request exclusion (i.e., who elect to “opt out”) as provided herein.

4. “Class Period” is the time period from March 22, 2019 through the Workweeks Threshold Date (defined below) or the date of preliminary approval of the proposed settlement, whichever arrives first.

5. “Class Representatives”, “PAGA Representatives” or “Named Plaintiffs” or “Plaintiffs” shall mean Plaintiffs Ivan Marquez and Fernando Salguero.

6. “Class and PAGA Settlement” or “Settlement” shall mean the settlement embodied in this Joint Stipulation, which is subject to Court approval.

7. “Complaint” or “Operative Complaint” shall mean the First Amended Complaint filed against Defendant by Plaintiffs Ivan Marquez and Fernando Salguero, Case No. 37-2022-00010988-CU-OE-CTL filed in the Superior Court of the State of California for the County of San Diego.

8. “Court” shall mean the Superior Court of California for the County of San Diego.

1 **9.** “Defendant” shall mean Collabera, Inc.

2 **10.** “Defense Counsel,” “Counsel for Defendant,” or “Defendant’s Counsel” shall mean
3 Rebecca Aragon, Keith Jacoby and Cliff Martin of the law firm of Littler Mendelson, P.C. located at
4 2049 Century Park East, 5th Floor, Los Angeles, CA 90067.

5 **11.** “Class Counsel” or “Plaintiff’s Counsel” shall mean Heather Davis and Amir
6 Nayebdadash of the law firm of Protection Law Group, LLP.

7 **12.** “Effective Date” shall mean the date this Agreement is approved as provided herein
8 and the Court’s order granting Final Approval and entry of Judgment becomes final and is no longer
9 appealable. For purposes of this Agreement, “becomes final and is no longer appealable” shall mean
10 the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal
11 of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61
12 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of
13 by ruling, dismissal, denial, or in a any other manner that confirms the validity of the order and
14 judgment, the day after the last date for filing a request for further review of the order and judgment
15 approving this Agreement passes, and no further review is requested; or (c) if an appeal is filed and
16 the order approving this Agreement is affirmed and further review of the order is requested, the day
17 after the review is finally resolved and the order and judgment approving this Agreement is affirmed.

18 **13.** “Final Approval Date” shall mean the date upon which the Court enters an Order
19 approving the Class and PAGA Settlement, after having determined that the Class and PAGA
20 Settlement is fair, adequate, and reasonable to the Class as a whole, following: (i) notice to the Class;
21 (ii) an opportunity to submit timely exclusion or objections to the non-PAGA portion of the
22 Settlement; and (iii) a hearing on the fairness of the terms of the Settlement.

23 **14.** “Final Approval Hearing” shall mean the final hearing held by the Court to ascertain
24 the fairness, reasonableness, and adequacy of the Class and PAGA Settlement.

25 **15.** “Individual PAGA Payment” shall mean the pro-rata share of the PAGA penalties
26 allocated to the settlement of the PAGA Claims to which each PAGA Employee is entitled from the
27 PAGA Fund, which will be based on the number of Pay Periods the PAGA Employee worked during
28 the PAGA Period. Individual PAGA Payments will be calculated by dividing the number of Pay

Periods worked by the PAGA Employee during the PAGA Period by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period and multiplying this number by the PAGA Fund allocated to the PAGA Employees.

16. “LWDA” means the California Labor and Workforce Development Agency.

17. “Net Class and PAGA Settlement Amount” or “Net Settlement Amount” means the Total Settlement Amount less the Settlement Administrator’s Expenses, the Service Payment to Plaintiff, the PAGA Fund, and Class Counsel’s attorneys’ fees (not to exceed 30% of the Total Settlement Amount) and costs, subject to approval by the Court.

18. “Notice Packet” shall mean the Notice of Class Action and PAGA Settlement and Opt-Out Form, collectively.

19. “Opt-Out(s)” shall mean any and all eligible Class Members who timely and validly request exclusion from the Settlement of the Released Class Claims in accordance with the terms of this Agreement and as contained in the Notice Packet. PAGA Employees will still be bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969. Requests for exclusion do not apply to the Released PAGA Claims and will not be effective to preclude the release of the Released PAGA Claims.

20. “Opt-Out Form” or “Exclusion Form” shall mean a document that the Class Member is required to mail to the Settlement Administrator, as set forth in the form of **Exhibit B** attached hereto, postmarked no later than the Response Deadline, which will be indicated on the Settlement Class Notice, to exclude himself or herself from the non-PAGA portion of the Class and PAGA Settlement.

21. “Parties” shall mean Plaintiffs and Defendant.

22. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

23. “PAGA Employees” shall mean all non-exempt employees who worked for Defendant in California during the PAGA Period.

24. “PAGA Claims” shall mean all claims for PAGA penalties on behalf of Plaintiffs, similarly aggrieved employees and the State of California, during the PAGA Period defined below.

1 **25.** “PAGA Fund” means the gross amount of Five Hundred Thousand dollars (\$500,000)
2 which the parties have allocated for PAGA penalties for the alleged Labor Code violations. Seventy-
3 five percent (75%) of the PAGA Fund (*i.e.*, \$375,000) shall be paid to the LWDA, and the remaining
4 twenty-five percent (25%) (*i.e.*, \$125,000) shall be paid pro rata based on Pay Periods worked by
5 PAGA Employees during the PAGA Period.

6 **26.** “PAGA Period” means from March 19, 2019 to the date of final approval of the Class
7 and PAGA settlement.

8 **27.** “Participating Settlement Employees” means all Class Participants and PAGA
9 Employees.

10 **28.** “Pay Period(s)” shall mean any pay period(s) during which a PAGA Employee worked
11 at least one day of the pay period and was not on vacation or leave of absence for the entire workweek.

12 **29.** “Preliminary Approval” means the Court Order preliminarily approving this Joint
13 Stipulation, authorizing the mailing of the Notice Packet by the Settlement Administrator, and setting
14 the date of the Final Approval Hearing.

15 **30.** “Preliminary Approval Date” means the date upon which the Court enters an order
16 preliminarily approves this Joint Stipulation, pending notice, an opportunity to submit objections, and
17 a fairness hearing thereon.

18 **31.** “Preliminary Approval Hearing” shall mean the hearing held on the Motion for
19 Preliminary Approval of Class Action Settlement.

20 **32.** “Released Class Claims” means all claims alleged or that could have been alleged based
21 on the operative facts pled in the First Amended Complaint on a classwide basis. The release of the
22 Class Claims shall be effective at all times during the entirety of the Class Period.

23 **33.** “Released PAGA Claims” means all PAGA Claims that were actually alleged or could
24 have been alleged in the First Amended Complaint by Plaintiffs, on behalf of the State of California,
25 themselves, and PAGA Employees based on the facts and theories described in the March 18, 2020
26 and March 4, 2022 letters sent to the LWDA by Plaintiffs. The release of the Released PAGA Claims
27 shall be effective during the entirety of the PAGA Period.

28 **34.** “Released Parties” shall mean Defendant and each of its respective parents,
5.

1 subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment
2 bankers, accountants, insurers, attorneys and any past, present or future officers, directors and
3 employees), predecessors, successors, and assigns.

4 **35.** “Response Deadline” means the deadline by which Class Members must postmark
5 valid Opt-Out Forms and written objections to or disputes regarding the Settlement to the Settlement
6 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
7 Notice Packet by the Settlement Administrator. The Response Deadline will be extended ten (10)
8 calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement
9 Administrator.

10 **36.** “Service Payment” shall mean any additional monetary payment provided to the Class
11 Representative for his efforts on behalf of the Class in this Action.

12 **37.** “Settlement Administrator” shall mean the company known as ILYM, a qualified,
13 third-party settlement administrator, which the Parties have agreed, subject to court approval will be
14 responsible for administration of the Settlement and related matters.

15 **38.** “Settlement Administrator’s Expenses” means all costs and expenses relating to the
16 administration of the Settlement pursuant to the terms of this Agreement, described in detail in
17 paragraph (C)(3) below. All additional expenses related to the payment of the Second Settlement
18 Installment defined herein shall be borne by Defendant and shall not be paid out of the Total Settlement
19 Amount.

20 **39.** “Settlement Class Notice” shall mean the Notice of Class Action and PAGA
21 Settlement, as set forth in the form of **Exhibit A** attached hereto, or as otherwise approved by the
22 Court, which is to be mailed to the Class Members and PAGA Employees as part of the Notice Packet
23 (defined below).

24 **40.** “Settlement Fund Account” shall mean the Qualified Settlement Fund, as defined by
25 the Internal Revenue Code, established pursuant to the terms of this Joint Stipulation from which all
26 monies payable under the terms of this Joint Stipulation shall be paid, as set forth herein.

27 **41.** “Settling Parties” shall mean the Plaintiffs, Participating Settlement Employees and
28 Defendant.

1 **42.** “Total Individual Class Settlement Payment” or “Individual Class Settlement
2 Payment” shall mean the amount to be distributed to any and each Class Participant as described
3 herein.

4 **43.** “Total Settlement Amount” or “Total Settlement Payment” shall mean the total amount
5 that Defendant will pay to resolve this Action, based on the aggregation of the agreed-upon settlement
6 value of individual claims, which is Two Million Five Hundred Thousand Dollars and no cents
7 (\$2,500,000.00), and which includes the payments to the Class Participants and the PAGA Employees,
8 the Settlement Administrator’s Expenses, the Service Payment to the Class Representative, payment
9 to the LWDA for PAGA penalties, and Class Counsel’s attorneys’ fees and costs. Defendant will pay
10 its share of applicable employer-side payroll taxes on the wage portion of the Settlement payments
11 separately and in addition to the Total Settlement Amount. In no event will Defendant be required to
12 pay more than the Total Settlement Amount as part of this Agreement.

13 **43.** “Workweek(s)” shall mean any and all weeks during the Class Period that a Class
14 Participant worked at least one day of the week and was not on vacation or leave of absence.
15 Workweeks of Class Members who exclude themselves from the Settlement will not be included in
16 the total number of Workweeks worked by all Class Participants for purposes of calculating Individual
17 Class Settlement Payments.

18 **B. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

19 **1. Investigation, Discovery, and Research**

20 Class Counsel have conducted investigation, discovery, and research during the prosecution of
21 the Action. Such efforts included, among other things: (a) conducting a thorough pre-filing
22 investigation; (b) propounding a comprehensive set of written discovery requests and deposing a
23 person most knowledgeable designated by Defendant; (c) inspecting and analyzing data and
24 documents produced by Defendant pertaining to Plaintiffs and the putative class members;
25 (d) interviewing putative class members; (e) analyzing the legal arguments made by Defendant; (f)
26 preparing an analysis of potential class-wide damages and constructing a damages model;
27 (g) researching the applicable law with respect to the claims asserted in this Action and the potential
28 defenses thereto; and (h) participating in a mediation with mediator Jeffrey Ross. Thus, the Parties

1 have engaged in sufficient investigation, discovery, and research to assess the relative merits of the
2 Class Representative's claims and Defendant's defenses to them.

3 **2. Allegations of the Class Representative and Benefits of Settlement**

4 The investigation and discovery conducted in this matter were adequate to give the Class
5 Representatives and Class Counsel a sound understanding of the merits of their position and to
6 evaluate the value of the Class Claims. This Settlement was reached after extensive arm's-length
7 negotiations between the Parties in this action and a prior action, including mediation and extensive
8 post-mediation settlement discussions. The information obtained from investigation and discovery as
9 well as information exchanged for mediation was sufficient to reliably assess the merits of the
10 respective Parties' positions and to compromise the issues on a fair and equitable basis.

11 The Class Representatives and Class Counsel believe that the causes of action, allegations, and
12 contentions asserted in the Action have merit. However, they recognize and acknowledge the expense
13 and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant
14 through trial and through appeals. Class Counsel have taken into account the uncertain outcome and
15 the risk of continued litigation in complex actions such as this, as well as the difficulties and delays
16 inherent in such litigation, and the potential difficulty certifying and maintaining the Action as a class
17 action. Class Counsel are also mindful of the inherent problems of proof under, and possible defenses
18 to, the claims alleged in the Action. Class Counsel believe that the Settlement set forth in this Joint
19 Stipulation confers substantial benefits upon the Class Participants and PAGA Employees, and that an
20 independent review of this Joint Stipulation by the Court during the approval process will confirm this
21 conclusion. Based on their own independent investigation and evaluation, Class Counsel have
22 determined that the Settlement set forth in the Joint Stipulation is in the best interest of the Class
23 Representative and Class Members.

24 **3. Defendant's Denial of Wrongdoing and Benefits of Settlement**

25 Defendant has denied and continues to deny, generally, each and all claims and contentions
26 alleged by the Class Representative in the Action. Defendant has expressly denied and continues to
27 deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements,
28 acts, or omissions alleged in the Action. Nonetheless, Defendant has concluded that further litigation

of the Action would be protracted and expensive and has determined that it is desirable and beneficial to it that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Joint Stipulation. Taking into account the uncertainty and risks inherent in any litigation, especially in a complex case such as this Action, Defendant has determined that settling the Action in the manner set forth in this Agreement will limit further expense, inconvenience, and distraction and to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Action. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in a complex case such as the Action. Defendant has, therefore, determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Joint Stipulation.

4. Intent of the Settlement

The Class and PAGA Settlement set forth herein intends to achieve the following: (1) entry of an Order approving the terms of this Joint Stipulation and granting the monetary relief set forth herein to the Participating Settlement Employees; (2) entry of judgment; and (3) discharge of Released Parties from liability for any and all Released Claims.

C. PROCEDURAL ISSUES

1. Binding Settlement

This Settlement Agreement shall bind the Parties, all PAGA Employees as to the release of Released PAGA Claims, and all Class Participants as to the release of Released Class Claims, subject to the terms and conditions herein and the Court's approval. Approval of the settlement of both the PAGA and the Class Claims is required for this Joint Stipulation to be valid. **If the Court declines to approve the settlement of either the PAGA or the Class Claims, this Joint Stipulation is void except for the provisions of the Parties returning to their status quo with respect to the waiver of arbitration set forth in Paragraph D7 below**

2. Duty of Defendant to Inform Plaintiffs' Counsel Of Threshold Date

The Parties have agreed that this Settlement is based on an estimated number of workweeks in the Class Period through March 13, 2022 of 88,040. Similarly, the Parties considered the estimated

number of Pay Periods worked by Aggrieved Employees through March 13, 2022 to be 49,210. The Parties have agreed to seek preliminary approval of the Class Action and PAGA based on these numbers but have allotted a ten percent (10%) increase so that as long as no more than 10% of the workweeks or pay periods have increased by preliminary approval, there will be no closing of the Class Period or PAGA Period until Preliminary Approval. In order to determine that this Threshold has not been met prior to Preliminary Approval, Defendant will gather the data and confirm that the Threshold has not been met within 30 days of the execution of this Joint Stipulation and send such data to the Claims Administrator for confirmation. If the threshold has not been met Defendant will confirm the same at the preliminary approval providing the end date to the Court if earlier.

3. Preliminary Approval

Class Counsel will submit this Joint Stipulation to the Court along with the Motion for Preliminary Approval of Class Action Settlement. In connection with their filing of the Motion for Preliminary Approval, Plaintiffs and Class Counsel shall notify the LWDA of the existence of the Settlement in accordance with California law.

4. Settlement Administrator

The third-party company known as ILYM (the "Settlement Administrator") will act as the Settlement Administrator. The Settlement Administrator will perform address verification measures; format, prepare, translate, and mail the Notice Packets; account for Opt-Outs and objections; calculate and distribute payments to Participating Settlement Employees; perform accounting and maintenance of the Settlement Fund Account; post the necessary information (*i.e.*, regarding the judgment) on the Settlement Administrator's website; resolve any differences between Defendant's payroll records and information provided by Participating Settlement Employees; prepare a report for the Court indicating the total amount that was actually paid to Participating Settlement Employees; administer and pay unclaimed and/or uncashed checks pursuant to Code of Civil Procedure § 384; prepare and issue checks to Class Counsel for attorneys' fees and costs; prepare and issue the Service Payment check to the Class Representative; calculate, administer, and submit all tax-related documents pertaining to the Settlement; and address any other issues related to the administration of the Settlement.

On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and

1 Defendant's Counsel updating them as to the name and number of Opt-Out Forms received as well as
2 any disputes or objections submitted by Class Members or PAGA Employees. The Settlement
3 Administrator will serve on Class Counsel and Defendant's Counsel via e-mail date-stamped copies
4 of the original Opt-Out Forms, challenges, and objections no later than five (5) court days after their
5 receipt. The Settlement Administrator will provide Class Counsel with a declaration setting forth the
6 results of the settlement administration no later than five (5) court days after the Response Deadline.

7 All the Settlement Administrator's fees and costs for administration of the Settlement shall be
8 paid from the Total Settlement Amount, except that the costs associated with the Second Installment
9 Payment shall be borne separately by Defendant alone. The Settlement Administrator's Expenses, to
10 be paid from the Total Settlement Amount, are currently estimated to be \$_____ and will not exceed
11 \$50,000.

12 **5. Notice to Class Members and PAGA Employees**

13 Notice shall be provided to Class Members and PAGA Employees in the following manner:
14 Within fourteen (14) business days of Preliminary Approval of the Settlement, Defendant shall provide
15 the Settlement Administrator with the names, most current mailing addresses and telephone numbers,
16 and social security numbers of all Class Members, as well as the respective workweeks at issue with
17 respect to the Class Claims and the number of Pay Periods worked by each PAGA Employee during
18 the PAGA Period in a readable MS Excel spreadsheet (collectively "Class List and Data").

19 Within fourteen (14) businessdays of receipt of the Class List and Data, the Settlement
20 Administrator shall mail the Notice Packet to all identified Class Members and PAGA Employees via
21 first-class regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search
22 based on the National Change of Address Database ("NCOA") for information to update and correct
23 for any known or identifiable address changes. It will be conclusively presumed that, if an envelope
24 containing the Settlement Class Notice has not been returned before the end of the 60-day opt-out
25 period, the Class Member and/or PAGA Employee received the Settlement Class Notice. If a Notice
26 Packet is returned as undeliverable, without a forwarding address, the Settlement Administrator will
27 promptly (within three (3) court days of receiving the undeliverable Notice Packet) perform a "skip-
28 trace" to attempt to obtain an updated address. If a new address is obtained by way of a returned

1 Notice Packet or skip-trace, the Settlement Administrator shall promptly (no later than three (3) court
2 days of receiving the undeliverable Notice Packet or obtaining the skip-trace results) forward the
3 original Notice Packet to the new address via first-class regular U.S mail. Those Class Members
4 and/or PAGA Employees who were re-mailed the Notice Packet will be given an additional ten (10)
5 calendar days after the 60-day Response Deadline to opt out of or postmark objections to or disputes
6 regarding the Settlement. The Parties agree to cooperate with the Settlement Administrator to locate
7 a more recent address for Class Members and/or PAGA Employees, where necessary. The Notice
8 Packet will include, but shall not be limited to: information regarding the nature of the lawsuit; a
9 summary of the substance of the Settlement; the Class definition; a description of the Settlement
10 administration procedure; the deadline for eligible Class Members to submit Opt-Out Forms and
11 objections; the date for the Final Approval Hearing; and the formula used to calculate Total Individual
12 Class Settlement Payments and Individual PAGA Payments. The Settlement Class Notice shall
13 include the time period during which the Class Member and/or PAGA Employee worked during the
14 Class Period and/or PAGA Period (according to Defendant's timekeeping and/or payroll records) and
15 the Class Member's and/or PAGA Employee's estimated Total Individual Class Settlement Payment
16 and/or Individual PAGA Payment. The Settlement Class Notice shall afford the Class Member and/or
17 PAGA Employee the opportunity to challenge the number of Workweeks and/or Pay Periods reflected
18 in Defendant's timekeeping and payroll records and to provide evidence supporting any such
19 challenge. If a Class Member is not also a PAGA Employee, the Settlement Class Notice will inform
20 the Class Member of that fact and explain that, based on the dates of employment (or time in the
21 requisite position), the employee is not eligible for an Individual PAGA Payment. The Opt-Out Form
22 shall allow the Class Member to elect exclusion from the settlement of the Released Class Claims but
23 does not allow a PAGA Employee to exclude himself or herself from the settlement of the Released
24 PAGA Claims.

25 Compliance with the notice procedures specified in this Settlement Agreement shall constitute
26 due and sufficient notice to Class Members and PAGA Employees of this Settlement and shall satisfy
27 the requirements of due process. Nothing else shall be required of, or done by, the Parties, Class
28 Counsel, or Defense Counsel to provide notice of the proposed Settlement. In the event the procedures

1 in this Settlement Agreement are followed and the intended recipient of a Settlement Class Notice still
2 does not receive the Settlement Class Notice, the intended recipient shall remain a Participating Class
3 Member and/or PAGA Employee and will be bound by all terms of the Settlement and any Final
4 Approval Order entered by the Court upon the Effective Date.

5 **6. Submission of Claim Form Unnecessary to Participate in Settlement**

6 Unless the Class Member submits a valid and timely Opt-Out Form to the Settlement
7 Administrator, postmarked by the Response Deadline, the Class Member will automatically be mailed
8 a check for his or her pro-rata share of the Net Settlement Amount. If a Class Member does not want
9 to participate in the Class portion of this Settlement and wants to avoid being bound by the non-PAGA
10 Settlement terms, the Class Member must sign his or her Opt-Out Form and submit it to the Settlement
11 Administrator, postmarked by the Response Deadline. Notwithstanding the submission of a timely
12 request for exclusion, PAGA Employees will still be bound by the settlement and release of the
13 Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009)
14 46 Cal.4th 969. Requests for exclusion do not apply to the PAGA Claims and will not be effective to
15 preclude the release of the PAGA Claims.

16 If the Settlement Administrator receives an incomplete or deficient Opt-Out Form, the
17 Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall
18 provide the Class Member with fourteen (14) calendar days to cure the deficiency. If the Settlement
19 Administrator does not receive a cured Opt-Out Form, postmarked by the last day of the 14-day cure
20 period, the Class Member will be deemed not to have excluded himself or herself from the Settlement
21 and will be bound by the Settlement.

22 **7. Objections to the Settlement**

23 To object to the Settlement, a Class Member must submit his or her objection in writing,
24 signed, and dated to the Settlement Administrator, postmarked by the Response Deadline. For any
25 written objection to be valid, it must include: (a) the objector's full name, signature, address, and
26 telephone number; (b) the words "Notice of Objection" or "Objection;" (c) a clear reference to the title
27 of this case and case number; (d) a clear and concise written statement of all factual arguments
28 supporting the objection, accompanied by any legal support for the objection; (d) copies of any papers,

1 briefs, or other documentary evidence upon which the objection is based as well as true and correct
2 copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (e) a list of
3 any witness(es) the objector may call to testify at the Final Approval Hearing.

4 Participating Settlement Employees may (but are not required to) appear at the Final Approval
5 Hearing, either in person or through their own counsel. The failure to file and serve a written objection
6 does not waive a Participating Settlement Employee's right to appear at and make an oral objection at
7 the Final Approval Hearing.

8 Any Class Member who opts out may not object to the Settlement. Any Class Member who
9 does not opt out will become a Class Participant and will still be bound by the Settlement even if he
10 or she objects to the Settlement and his or her objection is overruled.

11 **8. Disputes Regarding Administration of Settlement**

12 Class Members and PAGA Employees may dispute the information provided in their Notice
13 Packets. Disputes must be in writing, postmarked by the Response Deadline, and submitted to the
14 Settlement Administrator via first-class U.S. mail. To the extent a Class Member or PAGA Employee
15 disputes the number of Workweeks or Pay Periods he or she has been credited or the amount of his or
16 her Individual Class Settlement Payment or Individual PAGA Payment, the Class Member or PAGA
17 Employee must produce and submit evidence to the Settlement Administrator, showing that the
18 disputed information is inaccurate. Absent evidence rebutting the information contained in
19 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
20 Member or PAGA Employee produces evidence to the contrary, the Parties will evaluate the evidence
21 submitted by the Class Member or PAGA Employee and will make the final decision as to the number
22 of Workweeks or Pay Periods with which the Class Member or PAGA Employee should be credited
23 and/or as to the Individual Class Settlement Payment or Individual PAGA Payment to which the Class
24 Member or PAGA Employee may be entitled.

25 The Settlement Administrator shall attempt to resolve any other dispute concerning the
26 administration of the Settlement. Any dispute not resolved by the Settlement Administrator shall be
27 resolved by the Court. Defendant's records shall control the disposition of any dispute.

28 **9. Reminder of Opt-Out & Objection Deadlines**

Not more than thirty (30) calendar days, but not fewer than twenty-five (25) calendar days, after mailing of the original Notice Packet, the Settlement Administrator shall mail one reminder postcard, which shall include the estimated Total Individual Class Settlement Payment and/or Individual PAGA Payment, as well as contact information for the Parties' Counsel and the Settlement Administrator, to all Class Members who have not submitted an Opt-Out Form, to remind them of the deadline. The postcard shall be mailed to such Class Members via first-class regular U.S. mail, using the most current mailing address information then available for the Class Members.

D. SETTLEMENT TERMS

Total Settlement Amount

The Total Settlement Amount that Defendant will pay to resolve this Action, based on the aggregation of the agreed-upon settlement value of individual claims, is Two Million Five Hundred Thousand Dollars (\$2,500,000.00), which includes the payments to the Class Participants, the Settlement Administrator's Expenses, the Service Payment to the Plaintiffs, the PAGA Fund, and Class Counsel's attorneys' fees and costs. Defendant will pay the applicable employer-side payroll taxes on the wage portion of the settlement payments separately and in addition to the Total Settlement Amount. The settlement shall be fully funded within fourteen (14) calendar days from the Effective Date.

1. Class Representative Service Payment

Defendant will not oppose the Class Representative's application to the Court for the Class Representative's Service Payment of up to Seven Thousand Five Hundred Dollars (\$7,500) each to be paid out of the Total Settlement Amount. To the extent the Court approves less than the requested amount of the Service Payments, the difference between the requested and awarded amounts will be added to the amount to be distributed to the Class Participants.

In consideration of the mutual covenants and promises set forth herein, as of the Effective Date, the Class Representatives fully release and discharge Defendant and the other Released Parties from any and all claims that the Class Representatives now has or claim to have or which the Class Representatives at any time heretofore had or claimed to have or which the Class Representatives at any time hereafter may have or claim to have, known or unknown, arising out of or related to any act,

omission, event, fact, or other thing that existed or occurred on or before Preliminary Approval. Without limiting the generality of the foregoing, and in addition to the foregoing, the Class Representatives specifically and expressly releases to the maximum extent permitted by law any claims against Defendant and the Released Parties, occurring prior to Preliminary Approval, arising out of or related to violations of any federal or state employment discrimination laws, including the California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the federal Family and Medical Leave Act; the California Family Rights Act; the Americans With Disabilities Act; the National Labor Relations Act; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; as well as claims arising out of or related to violations of the provisions of the California Labor Code; the California Civil Code; the California Government Code; California Wage Orders; the California Business & Professions Code, including California Business & Professions Code section 17200, *et seq.*; PAGA; state and federal wage-and-hour laws; breach of contract; fraud; misrepresentation; common counts; unfair competition; unfair business practices; negligence; defamation; infliction of emotional distress; and any other state or federal law, rule, or regulation. The Class Representative also waives any and all rights conferred upon him under section 1542 of the California Civil Code, which provides as follows:

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

This release does not include any pending claims for workers' compensation benefits that the Class Representatives may have against Defendant, or any other claim that cannot be released by law. Any Class Representative Service Payment approved by the Court shall be paid to the Class Representatives from the Total Settlement Amount and shall be in addition to any distribution to which he may otherwise be entitled as a Class Participant and PAGA Employee. The Class Representative's Service Payments shall not be considered wages, and the Settlement Administrator shall issue the Class Representative an IRS Form 1099 reflecting such payment.

1 **2. Class Counsel's Attorneys' Fees and Costs**

2 Defendant will not oppose the Class Representative's application to the Court for attorneys'
3 fees of thirty-five percent (35%) of the Total Settlement Payment and costs not to exceed Forty
4 Thousand Dollars (\$40,000). Class Counsel's fees and costs, approved by the Court, shall encompass:
5 (a) all work performed and costs incurred by Class Counsel in representing Plaintiffs and the putative
6 class through the date of this Joint Stipulation; (b) all work to be performed and costs to be incurred
7 in connection with obtaining final approval from the Court of the terms of this Joint Stipulation; and
8 (c) all work and costs, if any, incurred in connection with administering the Settlement through the
9 conclusion of the Action. To the extent the Court approves less than the requested amount of Class
10 Counsel's fees and costs, the difference between the requested and awarded amounts will be added to
11 the amount to be distributed to the Class Participants. Defendant shall bear its own attorneys' fees
12 and costs incurred for the Action.

13 **3. PAGA Fund and Payment to Labor and Workforce Development Agency**

14 The Parties agree to allocate Five Hundred Thousand Dollars (\$500,000.00) of the Total
15 Settlement Payment for settlement of claims for civil penalties under PAGA, Labor Code § 2699, *et*
16 *seq.* Pursuant to Labor Code Section 2699(i), 75% of that amount, or Three Hundred Seventy Five
17 Thousand Dollars (\$375,000.00), will be paid to the Labor and Workforce Development Agency. The
18 remaining 25%, or One Hundred Twenty Five Thousand Dollars (\$125,000.00), will be distributed to
19 PAGA Employees on a pro-rata basis based on the number of Pay Periods they worked during the
20 PAGA Period as the Individual PAGA Payments. The PAGA Fund shall be treated as miscellaneous
21 income, which shall be reported on an IRS Form 1099 without withholdings.

22 **4. Class Participant Distribution Formula**

23 After deducting the amounts for Settlement Administrator's Expenses, the Class
24 Representative's Service Payment, the PAGA Fund, and Class Counsel's awarded attorneys' fees and
25 costs, the balance of the Total Settlement Payment ("Net Settlement Amount") will be distributed as
26 follows:

27 (a) Calculation of Total Individual Class Settlement Payments

28 Each Class Participant's Total Individual Class Settlement Payment for the Class Period will

1 be based on a ratio of the Class Participant's Workweeks worked to the total Workweeks worked by
2 all Class Participants. The Individual Class Settlement Payments will be calculated by dividing the
3 Class Participant's Workweeks by the Workweeks worked by all Class Participants and multiplying
4 this number by the Net Settlement Amount allocated to the Class Participants. Any workweeks during
5 which the Class Participant did not work at all (leave, sick time, vacation) shall be excluded from his
6 or her workweek count. A portion of this resulting amount will be subject to tax withholdings, as
7 described below.

8 (b) Uncashed Checks

9 The Parties agree that no part of the Total Settlement Amount will revert to Defendant. The
10 Class Participants and PAGA Employees shall have one-hundred eighty (180) calendar days to deposit
11 or otherwise cash their settlement checks. This 180-day period will be counted from the postmark
12 date of the checks' initial mailing to Class Participants and PAGA Employees by the Settlement
13 Administrator.

14 If any settlement checks are returned as undeliverable and without a forwarding address, the
15 Settlement Administrator shall promptly (within three (3) calendar days of receiving the undeliverable
16 settlement check(s)) conduct a skip-trace search to find the most up-to-date mailing address(es). If a
17 new address is obtained, either by way of an undeliverable settlement check with a forwarding address
18 or by skip-trace, the Settlement Administrator shall promptly (no later than three (3) court days of
19 receiving the undeliverable settlement check or obtaining the skip-trace results) forward the settlement
20 check to the new address via first-class regular U.S mail. If any settlement checks are not deposited or
21 cashed within ninety (90) calendar days of initial mailing by the Settlement Administrator, the
22 Settlement Administrator will send a reminder postcard indicating that unless the check is deposited
23 or cashed within the next ninety (90) calendar days, it will expire and become non-negotiable. The
24 reminder postcard will also offer to replace the Class Participant's or PAGA Employee's settlement
25 check if the check was lost or misplaced.

26 Funds that remain in the Settlement Fund Account after 180 days due to Class Participants'
27 and PAGA Employees' failure to deposit or cash their settlement checks will be sent to the cy pres
28 recipient, the State Bar Impact Fund, consistent with California Code of Civil Procedure section 384.

(c) Treatment of Total Individual Class Settlement Payments and Payroll Tax Obligations

All Total Individual Class Settlement Payments will be allocated as follows: thirty percent (30%) to the settlement of claims for wages, thirty percent (30%) to the settlement of claims for interest, and forty percent (40%) to the settlement of claims for penalties. The Settlement Administrator shall calculate the payroll taxes, including, but not limited to, Medicare taxes, Social Security taxes, federal unemployment taxes, state unemployment insurance taxes, and employment training taxes associated with the wage portion of the Total Individual Class Settlement Payments made to each Class Participant. The employee's share of payroll taxes shall be withheld by the Settlement Administrator and paid to the appropriate governmental agencies. The employer's share of payroll taxes will be paid separately by Defendant. For purposes of calculating payroll taxes, the Parties agree, for purposes of this Settlement Agreement only and for no other purpose, that thirty percent (30%) of each Total Individual Class Settlement Payment shall constitute wages subject to standard withholdings.

The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and the Class Participants and PAGA Employees are not relying on any statement or representation by the Parties, Class Counsel, or Defendant's Counsel in this regard. Class Participants and PAGA Employees will be responsible for the payment of all taxes and penalties assessed on the payments specified herein.

The Parties acknowledge and agree that: (1) no provision of this Joint Stipulation, and no written communication or disclosure between or among the Parties, Class Counsel, or Defendant's Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party: (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Joint Stipulation; (b) has not entered into this Joint Stipulation based upon the recommendation of any other party or any attorney or advisor to any other party; and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party

1 to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
2 adviser to any other party has imposed any limitation that protects the confidentiality of any such
3 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
4 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
5 including any transaction contemplated by this Joint Stipulation.

6 **5. Deadline to Fund the Settlement Fund Account**

7 The Settlement Fund Account shall be funded within fourteen (14) calendar days of the
8 Effective Date.

9 **Release of Claims by Class Participants**

10 Upon approval of the terms of this Joint Stipulation at the Final Approval Hearing, and upon
11 the full funding of the Settlement, by automatic effect of this Joint Stipulation, each Class Participant
12 shall release and discharge Defendant and the other Released Parties from Released Class Claims.

13 **6. Release of Claims by PAGA Employees**

14 Upon approval of the terms of this Joint Stipulation at the Final Approval Hearing, and upon
15 the full funding of the Settlement, all PAGA Employees shall release and discharge the Defendant and
16 the other Released Parties from Released PAGA Claims, irrespective of whether that PAGA Employee
17 validly requests exclusion from the settlement of Released Class Claims. An opt-out does not affect
18 the release of PAGA Claims under this Agreement.

19 **NULLIFICATION OF THE JOINT STIPULATION**

20 **7. Non-Approval of the Settlement Stipulation**

21 If: (a) the Court should for any reason fail to approve any material term of this Settlement in
22 the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment in the
23 Action, or (c) the judgment is reversed, modified, or declared or rendered void, then this Settlement
24 Agreement shall be considered null and void, and neither this Settlement, nor any of the related
25 negotiations or proceedings, shall be of any force or effect, and all Parties to this Settlement Agreement
26 shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither
27 entered into nor filed with the Court. However, if the Settlement is not approved, the Parties' agree
28 that Defendant has waived any right to compel or seek arbitration of this Action. The Parties agree
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that any invalidation or failure to approve this Settlement shall not affect the agreement by the Parties that this Action shall proceed in civil court. Neither party shall seek to compel arbitration of this Action upon the denial of approval of this Settlement. As an exception to this provision, Defendant may raise as a defense to the participation in this Action in connection with class certification proceeding or a summary judgment or trial as to class members other than the named Plaintiffs. In the event Defendant issues new arbitrations agreements, this Settlement shall not in any way affect Defendant's right to invoke and/or compel arbitration with respect to any newly hired employees entering into such arbitration agreements from the date of entry of that agreement forward. In the event that Defendant breaches this provision and seeks to move to compel this Action to arbitration, Defendant waives the right to object to a class/PAGA arbitration on behalf of all potentially aggrieved employees that could have been represented in this Action. If any party violates this provision and is successfully challenged by the other party, that prevailing party may recover its attorney's fee for bringing such a challenge. Invalidation of any material portion of this settlement shall invalidate this Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

The Court's failure to approve Class Counsel's attorneys' fees and costs or the Service Payment to the Class Representative in the amounts stated herein, or any procedural change to the settlement administration procedures set out herein required by the Court shall not be considered an invalidation of a material portion of the Settlement under this section. Moreover, a reallocation of the Settlement allocations between the Class Participants and the PAGA Employees required by the Court shall not be considered an invalidation of a material portion of the settlement under this section, so long as the Total Settlement Amount does not change. Failure to ultimately approve both the settlement of the Class Claims and the PAGA claims is material and shall void the agreement.

8. Opt-Outs

If the number of workweeks attributable to opt outs exceeds more than ten percent (10%) of the workweeks, Defendant will have, at its sole election, the option of voiding this Agreement.

E. FINAL APPROVAL HEARING

At the Final Approval Hearing, Class Participants shall move the Court for an order finally

1 approving the terms of the Joint Stipulation, certifying the Class for settlement purposes, finding the
2 terms of the Joint Stipulation as being fair, reasonable, and adequate to the Class Participants, and
3 approving the settlement and release of the Released PAGA Claims by PAGA Employees. Plaintiffs
4 Counsel agree to submit to the Court such pleading and/or evidence as may be required for the Court's
5 determination.

6 **F. PAYOUT AFTER FINAL APPROVAL**

7 All funds, including all Individual Class Settlement Payments, all Individual PAGA Payments,
8 Class Counsel's attorneys' fees and costs, the Class Representative's Service Payment, the PAGA
9 Fund, and the Settlement Administrator's Expenses, shall be distributed by the Settlement
10 Administrator within ten (10) calendar days of full funding of the Total Settlement Amount by
11 Defendant.

12 **G. DUTIES OF THE PARTIES**

13 **1. Mutual Full Cooperation**

14 The Parties agree to cooperate fully with each other to accomplish and implement the terms of
15 this Joint Stipulation. Such cooperation shall include, but not be limited to, execution of such other
16 documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of
17 this Joint Stipulation and/or revising this Joint Stipulation to comply with the above-entitled Court's
18 requests. The Parties shall use their best efforts, including all efforts contemplated by this Joint
19 Stipulation and any other efforts that may become necessary by Court Order, or otherwise, to
20 effectuate this Joint Stipulation and the terms set forth herein. As soon as practicable after execution
21 of this Joint Stipulation, Class Counsel, with the cooperation of Defendant and its counsel, shall tak'e
22 all necessary and reasonable steps to secure the Court's Final Approval of the terms of this Joint
23 Stipulation.

24 **2. Duty to Support and Defend the Settlement**

25 The Parties agree that the terms of the Joint Stipulation are fair and reasonable and will so
26 represent to the Court. In addition, the mediator may, at her discretion, execute a declaration
27 supporting the Settlement and the reasonableness of this Settlement, and the Court may, in its
28 discretion, contact the mediator to discuss the Settlement and whether or not the Settlement is fair and
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1 reasonable. The Parties agree to abide by all the terms of the Joint Stipulation in good faith, to support
2 the Settlement fully, and to use their best efforts to defend this Settlement from any legal challenge,
3 whether by appeal or collateral attack.

4 **H. MISCELLANEOUS PROVISIONS**

5 **1. No Effect on Employee Benefits**

6 The Class Representative's Service Payment, the Individual Class Settlement Payments, and/or
7 the Individual PAGA Payments paid to Plaintiffs and/or the Participating Settlement Employees shall
8 not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or
9 calculation of, any of Plaintiffs' and/or the Participating Settlement Employees' employee benefits
10 (i.e., vacation, holiday pay, retirement plans, etc.). The Parties agree that any Service Payment,
11 Individual Class Settlement Payments, and/or Individual PAGA Payments paid to Plaintiffs and/or the
12 Participating Settlement Employees under the terms of this Agreement do not represent any
13 modification of Plaintiffs' and/or Participating Settlement Employees' previously credited hours of
14 service or other eligibility criteria under any employee pension benefit plan or employee welfare
15 benefit plan sponsored by Defendant.

16 **2. Construction**

17 The Parties agree that the terms and conditions of this Joint Stipulation are the result of lengthy,
18 intensive, arm's-length negotiations between the Parties and that this Joint Stipulation is not to be
19 construed in favor of or against any party by reason of the extent to which any party or its counsel
20 participated in its drafting.

21 **3. Choice of Law**

22 This Joint Stipulation is intended to and shall be governed by the laws of the State of California,
23 without regard to conflicts of law principles.

24 **4. Captions and Interpretations**

25 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
26 reference only, and in no way define, limit, extend, or describe the scope of this Joint Stipulation or
27 any provision thereof.

1 **5. Modification**

2 This Joint Stipulation may not be changed, altered, or modified, except in writing signed by
3 the Parties and approved by the Court. This Joint Stipulation may not be discharged except by
4 performance in accordance with its terms or by a writing signed by the Parties.

5 **6. Integration Clause**

6 This Joint Stipulation contains the entire agreement between the Parties relating to the
7 Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous
8 agreements, understandings, representations, and statements, whether oral or written, and whether by
9 a party or such party's legal counsel, are merged herein. No rights under this Joint Stipulation may be
10 waived except in writing.

11 **7. Interim Stay of Proceedings**

12 The Parties agree to stay all proceedings in the Action, subject to necessary compliance with
13 the Court's orders, except such proceedings necessary to implement and complete the Settlement, in
14 abeyance pending the Final Approval Hearing to be conducted by the Court.

15 **8. Jurisdiction of the Court**

16 Following entry of the Final Approval Order, the Court shall retain jurisdiction with respect to
17 the interpretation, implementation, and enforcement of the terms of this Joint Stipulation and all orders
18 and judgments entered in connection therewith, and the Parties, Class Counsel, and Defense Counsel,
19 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
20 Settlement embodied in this Joint Stipulation and all orders and judgments entered in connection
21 therewith. The Court shall have jurisdiction to enforce the terms and condition s of this Settlement
22 pursuant to Code of Civil Procedure 664.6 (or the federal equivalent) upon noticed motion of any
23 party. In the event any party breaches the terms of this Agreement, the prevailing party in any
24 enforcement action shall be entitled to recover their attorney's fees and costs.

25 **9. Invalidity of Any Provision**

26 Before declaring any term or provision of this Joint Stipulation invalid, the Parties request that
27 the Court first attempt to construe the terms or provisions as valid to the fullest extent possible,
28 consistent with applicable precedents, so as to define all provisions of this Joint Stipulation as valid
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1 and enforceable.

2 **10. Successors and Assigns**

3 This Joint Stipulation shall be binding upon and inure to the benefit of the Parties and their
4 respective heirs, trustees, executors, administrators, successors, and assigns.

5 **11. Class Counsel Signatories**

6 Because the Class Members are so numerous, the Parties agree that it is impossible or
7 impractical to have each Class Participant and PAGA Employee sign this Joint Stipulation. Thus, it
8 is agreed that, for purposes of seeking approval of the Class and PAGA Settlement, this Joint
9 Stipulation may be executed on behalf of the Class by the Class Representative and Class Counsel.

10 **12. Corporate Signatories**

11 Any person executing this Joint Stipulation or any such related document on behalf of a
12 corporate signatory hereby warrants and promises, for the benefit of all Parties hereto, that such person
13 has been duly authorized by such corporation to execute this Joint Stipulation or any such related
14 document.

15 **13. Execution in Counterparts**

16 This Joint Stipulation shall become effective upon its execution by all the undersigned Parties.
17 The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts shall have
18 the same force and effect as if all Parties had signed the same instrument.

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Dated: July __, 2022

PLAINTIFFS

By:  DocuSigned by:
6100FE921F9F4FB...
Ivan Marquez

By: _____
Fernando Salguero

Dated: July 28, 2022

DEFENDANT COLLABERA, INC.

By:  _____
Killol Amin
Its: General Counsel

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: July 27, 2022

By:  _____
Keith A. Jacoby, Esq.
Rebecca Aragon, Esq.
Everett C. Martin, Esq.
Attorneys for Defendant COLLABERA,
INC.

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Dated: July __, 2022

PLAINTIFFS

By: _____
Ivan Marquez

By:  _____
Fernando Salguero

Dated: July __, 2022

DEFENDANT COLLABERA, INC.

By: _____
Killol Amin
Its: General Counsel

Approved as to form:

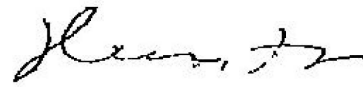
LITTLER MENDELSON, P.C.

Dated: July __, 2022

By: _____
Keith A. Jacoby, Esq.
Rebecca Aragon, Esq.
Everett C. Martin, Esq.
Attorneys for Defendant COLLABERA,
INC.

1 Dated: July __, 2022

PROTECTION LAW GROUP, LLP



3 By: _____

HEATHER DAVIS, ESQ.

AMIR NAYEBDADASH, ESQ.

Attorneys for Plaintiffs IVAN MARQUEZ

FERNANDO SALGUERO

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