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Attorneys for Defendants
J&B INVESTMENTS, INC. D/B/A J&B MATERIALS, INC.,
PACIFIC GYPSUM SUPPLY, INC. D/B/A J&B MATERIALS, INC.
AND GYPSUM MANAGEMENT AND SUPPLY, INC.

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

ANGEL GARCIA, individually, and on
behalf of other members of the public
similarly situated;

Plaintiff,

v.

J&B INVESTMENTS, INC. d/b/a J&B
MATERIALS, INC., a California
corporation; PACIFIC GYPSUM SUPPLY,
INC., a Georgia Corporation; GYPSUM
MANAGEMENT AND SUPPLY, INC., a
Georgia Corporation; and DOES 1 through
25, inclusive.

Defendants.

Case No. CIVSB2208601

*[Assigned for all purposes to Honorable David
Cohn, Dept. S26]*

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND
REPRESENTATIVE ACTION CLAIMS**

Complaint Filed: April 25, 2022

This Joint Stipulation and Settlement Agreement of Class Action and Representative Action
Claims (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered
into by and between Plaintiff Angel Garcia (hereinafter referred to as “Plaintiff”) and on behalf of the

1 Class and Aggrieved Employees (as defined below) and Defendants J&B Investments, Inc. d/b/a J&B
2 Materials, Inc., Pacific Gypsum Supply, Inc., and Gypsum Management and Supply, Inc.
3 (“Defendants”) (Plaintiff and Defendants hereinafter collectively referred to as the “Parties”).

4 THE PARTIES STIPULATE AND AGREE as follows:

5 **DEFINITIONS**

6 1. **“Action”** shall mean the action entitled *Angel Garcia v. J&B Investments, Inc. d/b/a*
7 *J&B Materials, Inc., Pacific Gypsum Supply, Inc. and Gypsum Management and Supply, Inc.*, pending
8 in San Bernardino Superior Court, Case No. CIVSB2208601.

9 2. **“Class Counsel”** shall mean Jonathan M. Genish of Blackstone Law, APC.

10 3. **“Class Members”** shall mean all current and former non-exempt employees of
11 Defendants who worked in California at any time during the Class Period (“Settlement Class
12 Members”).

13 4. **“Class Period”** shall mean April 5, 2014 until the date the Court grants preliminary
14 approval of this Settlement.

15 5. **“Class Released Claims”** shall have the meaning ascribed to it in Paragraph 62(a)-(d)
16 below.

17 6. **“Class Representative”** or **“Plaintiff”** shall mean Plaintiff Angel Garcia.

18 7. **“Court”** shall mean the Superior Court of the State of California for the County of San
19 Bernardino.

20 8. **“Court’s Final Order and Judgment”** means the Final Order Approving Class Action
21 and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved by the
22 Court.

23 9. **“Defendants’ Counsel”** shall mean Elizabeth Staggs-Wilson of Littler Mendelson.
24 P.C.

25 10. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 37, below.

26 11. **“Final Approval Hearing”** shall mean the hearing whereat the Court shall consider,
27 without limitations, any timely objections to the Settlement from Settlement Class Members,
28 testimony from the Parties or their counsel, declarations regarding the claims process from the

1 Settlement Administrator, and otherwise make a final determination regarding the fairness of the
2 Settlement as set forth herein.

3 12. **“Incentive Award”** shall mean the payment made to Plaintiff in his capacity as a Class
4 Representative, which sum is over and above his Individual Settlement Payment.

5 13. **“Individual Settlement Payment”** will be the portion of the Net Settlement Amount
6 payable to a Settlement Class Member.

7 14. **“Net Settlement Amount”** shall have the meaning ascribed to it in Paragraph 42,
8 below.

9 15. **“Notice of Proposed Settlement”** or **“Notice”** means the Notice of Pendency of Class
10 Action in substantially the form attached hereto as **Exhibit B**, and as approved by the Court.

11 16. **“Operative Complaint”** shall mean and refer to the First Amended Class Action,
12 Representative Action, and Collective Action Complaint, attached hereto as **Exhibit A**.

13 17. **“PAGA”** shall mean the California Labor Code Private Attorneys General Act, Labor
14 Code §§ 2698 *et seq.*

15 18. **“PAGA Employee”** or **“Aggrieved Employee”** shall mean all current and former non-
16 exempt employees of Defendants who worked in California at any time during the PAGA Period.

17 19. **“PAGA Payment”** means the payment to the State of California Labor and Workforce
18 Development Agency (“LWDA”) and the PAGA Employees in settlement of all claims for PAGA
19 penalties.

20 20. **“PAGA Employee Payments”** means the payment issued to each PAGA Employee
21 for his/her/their share of the PAGA Payment.

22 21. **“PAGA Period”** shall mean May 13, 2018 through the date the Court grants
23 preliminary approval of this Settlement.

24 22. **“Parties”** shall refer to the Plaintiff and Defendants, each of whom is a “Party.”

25 23. **“Released Parties”** collectively shall encompass J&B Investments, Inc. d/b/a J&B
26 Materials, Inc., Pacific Gypsum Supply, Inc. and Gypsum Management and Supply, Inc. and any of
27 their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and
28 affiliates, as well as each of their past, present and future officers, directors, employees, partners,

members, shareholders and agents, attorneys, insurers, reinsurers and any individual or entity which could be jointly liable with Defendants.

24. **“Settlement Administrator”** shall mean Simpluris, Inc.

25. **“Settlement Class Members”** shall mean the individual Class Members who did not opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph 55.

26. **“Gross Settlement Amount”** shall refer to One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00), which is the maximum amount that Defendants will pay pursuant to this Settlement, excluding Defendants’ share of payroll taxes, which shall be paid by Defendants separately and in addition to the Gross Settlement Amount.

RECITALS

27. In the Action, Plaintiff alleged causes of action for (1) failure to pay and/or accurately calculate minimum, regular, overtime, double time, prevailing and vacation wages; (2) failure to provide meal periods or pay premiums in lieu thereof; (3) failure to provide rest periods or pay premiums in lieu thereof; (4) failure to reimburse and indemnify expenses; (5) failure to timely pay wages during and upon termination of employment; (6) failure to furnish and/or keep timely and accurate wage statements and employment records; and (7) violation of the Unfair Competition Law.

28. Following exchange and extensive review of relevant documents and class data, on May 4, 2022, the Parties engaged in a full-day mediation with experienced wage and hour class action mediator Tripper Ortman, Esq., which resulted in a settlement.

29. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Action, and further deny that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment.

30. It is the Parties’ desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or related to the allegations of this Action.

31. It is the Parties’ intention that this Stipulation of Settlement shall constitute a full and complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in Paragraphs 62 and 63 below) against all Released Parties.

32. It is the Parties' intention that this Settlement shall not become effective until the Effective Date, as defined in Paragraph 37, below.

33. Class Counsel have conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and data, and have diligently pursued an investigation of the Class Members' claims against Defendants. Based on its and their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, the class not being certified, and the defenses asserted by Defendants. Defendants and Defendants' Counsel also agree that the Settlement is in the best interests of the Class Members. Counsel for the Parties further agree that the Settlement is fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

34. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Stipulation of Settlement.

TERMS OF SETTLEMENT

35. In consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

36. It is agreed by and between Plaintiff and Defendants that this Action and any claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Plaintiff on behalf of himself, the Class Members, and/or the PAGA Employees arising out of the disputes which are the subject of this Action, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

37. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation of Settlement has been executed by Plaintiff, Defendants, Class Counsel and Defendants' Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (vi) the later of the following

1 events: (A) sixty (60) calendar days following issuance of the Final Order and Judgment has elapsed
2 without any appeal, writ or other appellate proceeding having been filed; or (B) five (5) business days
3 from when any appeal, writ or other appellate proceeding opposing the Settlement has been finally
4 and conclusively dismissed and the Court's Final Order and Judgment has been upheld with no right
5 to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire
6 Stipulation of Settlement is deemed void and unenforceable as if no settlement of any claim was ever
7 reached. All negotiations, statements and proceedings and data relating thereto shall be protected by
8 California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

9 38. As a condition of this settlement, Plaintiff shall file a First Amended Complaint
10 ("Operative Complaint") in the Action prior to obtaining preliminary approval of the settlement and
11 which shall be the Operative Complaint, a copy of which is attached as **Exhibit A**. The Operative
12 Complaint shall include a cause of action under the Fair Labor Standards Act ("FLSA") and a cause
13 of action pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698,
14 *et seq.* Defendants will be permitted to file an Answer within 30 days, after which the Parties will
15 jointly seek an immediate vacation or stay of pending dates, pending approval by the Court of this
16 Settlement. The Amended Complaint shall include all claims specified in Plaintiff's PAGA letter,
17 which was submitted to the LWDA on April 25, 2022.

18 39. Gross Settlement Amount: To implement the terms of this Settlement, Defendants
19 agree to pay a maximum total payment of One Million Seven Hundred Fifty Thousand Dollars and
20 Zero Cents (\$1,750,000.00), which includes payments to Settlement Class Members (excluding any
21 appropriate and lawfully required employer-side payroll taxes owed by Defendants on such payments
22 which Defendants shall be separately responsible for apart from the Gross Settlement Amount),
23 Incentive Award to the Class Representative, the PAGA Payment, the Settlement Administrator's fees
24 and costs, approved attorneys' fees and litigation costs, and any other payments provided by this
25 Settlement. Except as otherwise specified herein, Defendants shall not be required to pay any
26 additional monies beyond the amount of the Gross Settlement Amount plus the employer-side payroll
27 taxes. Further, no portion of the Gross Settlement Amount shall revert to Defendants, and any amount
28 of the Gross Settlement Amount not required to pay the above-referenced amounts shall be paid to the

1 Settlement Class Members on a pro rata basis according to the formula contained herein. The Gross
2 Settlement Amount is based on Defendants' representation to Class Counsel that the Class Members
3 worked a total of 55,259 workweeks during the Class Period. Should the qualifying workweeks
4 worked by the Class Members during the Class Period ultimately increase by more than 20% (i.e., by
5 more than 11,052 workweeks), Defendants shall have an option to either: (1) have the Released Claims
6 be released only for the 66,311 workweeks; or (2) increase the Gross Settlement Amount on a pro-rata
7 basis equal to the percentage increase in the number of workweeks worked by the Class Members
8 above 20% through the date of Preliminary Approval and have the Released Claims be released
9 through the date of Preliminary Approval. For example, if the number of workweeks increased by
10 21% to 66,864 workweeks through the date of Preliminary Approval, the Gross Settlement Amount
11 would be increased by 1% to have the Released Claims be released for that full time period.

12 40. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross
13 Settlement Amount will qualify as a settlement fund pursuant to the requirements of section 468(B)(g)
14 of the Internal Revenue Code of 1986, as amended, and section 1.468B-1 *et seq.* of the income tax
15 regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator"
16 of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As
17 such, all taxes imposed on the gross income of the Gross Settlement Amount and any tax-related
18 expenses arising from any income tax return or other reporting document that may be required by the
19 Internal Revenue Service or any state or local taxing body will be paid from the Gross Settlement
20 Amount.

21 41. Funding of Settlement Amount: By no later than the Effective Date, Defendants shall
22 transfer to the Settlement Administrator an amount equal to the Gross Settlement Amount plus the
23 employer's share of payroll taxes. The delivery of the Gross Settlement Amount and the employer's
24 share of payroll taxes to the Settlement Administrator shall constitute full and complete discharge of
25 the entire obligation of Defendants under this Settlement. Once Defendants have made such payments,
26 they will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled
27 to all protections afforded to Defendants under this Settlement, and shall have no further obligations
28 under the terms of the Settlement regardless of what occurs with respect to those sums.

1 42. Allocation of the Gross Settlement Amount: Subject to Court approval and the
2 conditions specified in this Agreement, and in consideration of the mutual covenants and promises set
3 forth herein, the Parties agree the Gross Settlement Amount shall encompass the following: (1) Class
4 Counsel's fees and expenses approved by the Court; (2) the Plaintiff's Incentive Award; (3) the
5 Settlement Administrator's costs; (4) the PAGA Payment (including both the PAGA payment to the
6 LWDA and the PAGA Settlement Checks); and (5) the Net Settlement Amount. After the deduction
7 of the amounts approved for the Incentive Award to the Class Representative, the PAGA Payment,
8 the Settlement Administrator's costs, Class Counsel's fees and expenses, the remainder shall be
9 referred to as the Net Settlement Amount.

10 a. The Net Gross Settlement Amount shall be divided among the Settlement Class
11 Members on a pro-rata basis, based upon the following:

12 i. Each Settlement Class Member's workweek count, which shall be the sum of
13 the total number of workweeks the Settlement Class Member worked during
14 the Class Period;

15 ii. Divided by the combined sum of all Settlement Class Members' workweek
16 count; and

17 iii. Multiplied by the value of the Net Gross Settlement Amount.

18 b. The Parties agree that if any Settlement Class Member disputes the basis for
19 determining their share of the Settlement, Defendants' records shall presumptively
20 control unless the Settlement Class Member can produce documentation evidence of
21 other workweeks worked during the relevant time period. The Parties further agree
22 that any dispute that cannot be resolved by Class Counsel and Defendants' counsel may
23 be brought before the Court before final approval of the Class Settlement.

24 c. To the extent that amounts in Paragraphs 46 and 47 below are not approved by the
25 Court, such amounts will be reallocated to the Net Settlement Amount unless allocated
26 otherwise by agreement of the Parties, with approval of the Court.

27 d. The Parties agree that all of the Net Settlement Amount distributed to each Settlement
28 Class Member will be allocated as follows: twenty percent (20%) as alleged unpaid

1 wages, forty percent (40%) as alleged penalties, and forty percent (40%) as alleged
2 unpaid interest. The Settlement Administrator will issue an IRS W-2 to each Settlement
3 Class Member for the portion of each Individual Settlement Payment allocated as
4 alleged unpaid wages and subject to applicable tax withholdings. The Settlement
5 Administrator shall issue an IRS Form 1099-MISC to each Settlement Class Member
6 for the portion of each Individual Settlement Payment allocated as alleged unpaid non-
7 wage penalties and interest and not subject to payroll tax withholdings. The Parties
8 further agree that the PAGA payment distributed to each PAGA Employee will be
9 treated entirely as civil penalties and will be reported as such to each PAGA Employee
10 on an IRS Form 1099-MISC, if applicable.

11 e. Within ten (10) calendar days of the transfer of the Gross Settlement Amount to the
12 Settlement Administrator, and only upon the Effective Date being met, the Settlement
13 Administrator shall disburse: (1) the Net Settlement Amount to be paid to Settlement
14 Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for
15 attorneys' fees and costs, as approved by the Court; (3) the Class Representative
16 Incentive Award paid to the Class Representative, as approved by the Court; (4)
17 Settlement Administrator Costs, as approved by the Court; and (5) the PAGA Payment
18 to the LWDA and PAGA Employees, as approved by the Court.

19 f. Settlement Class Members and PAGA Employees must cash or deposit their Individual
20 Settlement Payment and PAGA Employee Payment checks within one hundred eighty
21 (180) days from the date of issuance of the check. If any checks are not redeemed or
22 deposited within ninety (90) calendar days after mailing, the Settlement Administrator
23 will send a reminder postcard indicating that unless the check is redeemed or deposited
24 in the next ninety (90) days, it will expire and become non-negotiable, and offer to
25 replace the check if it was lost or misplaced. If any checks remain uncashed or not
26 deposited by the expiration of the ninety (90) day period after mailing the reminder
27 notice, the Settlement Administrator will, within two hundred (200) calendar days after
28 the checks are mailed, cancel the checks. All funds associated with the Individual

Settlement Payment checks and PAGA Employee Payment checks returned as undeliverable and funds associated with those Individual Settlement Payment checks and PAGA Employee Payment checks remaining uncashed, shall be delivered to the State of California's State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Settlement Class Member and PAGA Employee.

43. PAGA Payment: Subject to the Court's Approval, up to a maximum of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) shall be allocated as the PAGA Payment. One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), representing 75% of the PAGA Payment, shall be paid to the LWDA. Fifty Thousand Dollars and Zero Cents (\$50,000.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following:

- a. Each PAGA Employee's pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked during the PAGA Period;
- b. Divided by the combined sum of all PAGA Employees' pay period counts; and
- c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees.

44. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual Settlement Payments, PAGA Employee Payments, and the Incentive Award shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class Members and/or PAGA Employees may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiff, Settlement Class Members and PAGA Employees may be entitled under any benefit plans.

1 45. Settlement Administrator: The Settlement Administrator shall be Simpluris, Inc. (the
2 “Settlement Administrator”). The Settlement Administrator will maintain acceptable electronic and
3 physical security protocols to adequately protect and safeguard the private employee information it
4 will have access to as a result of the claims process. The fees and expenses of the Settlement
5 Administrator, which is currently estimated at approximately Five Thousand Four Hundred Seventy-
6 One Dollars and Zero Cents (\$5,471.00), shall be paid out of the Gross Settlement Amount. Settlement
7 Administrator costs shall not exceed Six Thousand Dollars and Zero Cents (\$6,000.00).

8 46. Attorneys’ Fees and Attorneys’ Costs: Subject to the Court’s approval, Class Counsel
9 shall seek attorneys’ fees, which collectively shall not exceed one-third of the Gross Settlement
10 Amount, i.e., Five Hundred Eighty-Three Thousand Two Hundred Seventy-Five Dollars and Zero
11 Cents (\$583,275.00) plus reasonable costs/expenses, subject to approval by the Court. Defendants
12 will not object to Class Counsel’s application for attorneys’ fees and costs in these amounts. The
13 amount set forth above will cover all work performed and all fees and costs incurred to date, and all
14 work to be performed and all fees and costs to be incurred in the future in connection with the approval
15 by the Court of this Stipulation of Settlement, and the administration of the Settlement. Should the
16 Court approve a lesser amount of attorneys’ fees and/or attorneys’ costs, the difference between the
17 lesser amount and the maximum amount set forth above shall be added to the Net Settlement Amount.
18 No Class Counsel shall be entitled to further fees or costs from Defendants if it or they elect to appeal
19 any reduction in the requested fee or cost award. Any reduction by the Court of Class Counsel’s
20 claimed attorneys’ fees and/or reasonable costs/expenses shall not be sufficient grounds to void the
21 Settlement. Plaintiff and Defendants shall bear their own attorneys’ fees and costs, except as provided
22 herein.

23 47. Class Representative’s Incentive Award: Subject to the Court’s approval, the Class
24 Representative will be paid an Incentive Award in an amount up to a maximum of Five Thousand
25 Dollars and Zero Cents (\$5,000.00) in recognition for his service as a Class Representative, which
26 shall be paid from the Gross Settlement Amount. Defendants will not object to Class Counsel’s
27 application for Court approval of an Incentive Award to the Class Representative in the amount of
28 Five Thousand Dollars and Zero Cents (\$5,000.00). It is understood that the Incentive Award is in

1 addition to any claimed Individual Settlement Payment or PAGA Employee Payment to which
2 Plaintiff is entitled. The Incentive Award shall not be deemed wages and will be reported on an IRS
3 Form 1099-MISC, if applicable.

4 48. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments
5 and withholding all required state and federal taxes in accordance with this Stipulation of Settlement.
6 The Settlement Administrator will issue an IRS W-2 to each Settlement Class Member for the portion
7 of each Individual Settlement Payment allocated as alleged unpaid wages and subject to applicable tax
8 withholdings. The Settlement Administrator shall issue an IRS Form 1099-MISC to each Settlement
9 Class Member for the portion of each Individual Settlement Payment allocated as alleged unpaid non-
10 wage penalties and interest and not subject to payroll tax withholdings. The Settlement Administrator
11 will also issue IRS Forms 1099 to: (1) Plaintiff for the Incentive Award; (2) the PAGA Employees for
12 their portion of the PAGA Payment; and (3) Class Counsel for the amount paid for approved fees and
13 costs. The Settlement Administrator will be responsible for preparing these forms correctly. The
14 Settlement Administrator shall also be responsible for submitting Defendants' share of payroll taxes
15 to the appropriate government agencies on behalf of Defendants. Plaintiff and Class Counsel will be
16 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
17 on the amounts received.

18 49. Indemnification: Plaintiff and Class Counsel acknowledge and agree that they are and
19 will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
20 associated with their respective allocated portions of the payments described herein, and agree to
21 indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal,
22 State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid their or her
23 or his share of taxes associated with the payments set forth in this Settlement. The Parties acknowledge
24 and agree that Class Counsel is not responsible for the payment of any Federal, State, and Local taxes
25 or penalties associated with payments to Plaintiff and Class Members.

26 **NOTICE TO THE SETTLEMENT CLASSES**

27 50. Within fourteen (14) calendar days of preliminary approval of this Settlement by the
28 Court, Defendants shall provide to the Settlement Administrator a database containing the following
12.

1 information ("Class Member List"):

- 2 a. The full name, last known address, last known telephone number, and full social
3 security number of all Class Members; and
- 4 b. The information necessary to determine the estimated settlement allocation to each
5 Class Member, including: (i) The total number of workweeks worked by each Class
6 Member within the Class Period; and (ii) The total number of pay periods worked by
7 each PAGA Employee within the PAGA Period.

8 51. The Settlement Administrator (along with any of its agents) shall represent and warrant
9 that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards,
10 including a reasonable security protocol, for any personally identifiable information ("PII"), which it
11 receives from Defendants' Counsel and/or Class Counsel; (2) not disclose the PII to third parties,
12 including agents or subcontractors, without Defendants' consent; (3) not disclose or otherwise use the
13 PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants with
14 notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The
15 Settlement Administrator may provide notice to both Parties if the PII is subject to unauthorized
16 access, use, disclosure, modification or destruction; however, all additional communications from the
17 Settlement Administrator regarding the scope, circumstances, and substance shall be communicated
18 solely to Defendants.

19 52. The Settlement Administrator shall send a Notice to each Class Member by first-class
20 mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to mailing the
21 Notice, the Settlement Administrator shall update the addresses of the Class Members by reference to
22 the National Change of Address Database maintained by the United States Postal Service. If a Notice
23 is returned as nondeliverable but with a forwarding address, the Settlement Administrator shall resend
24 the Notice to the forwarding address. If a Notice is returned as nondeliverable with no forwarding
25 address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current
26 address of the person to whom the Notice was addressed, and shall resend the Notice to any updated
27 address within five (5) calendar days. Upon completion of these steps, the Parties shall be deemed to
28 have satisfied their obligations to provide the Notice to the affected Class Members.

1 53. The Settlement Administrator shall provide to the Court, concurrently with Plaintiff's
2 Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the
3 mailing of the Notices.

4 54. The Settlement Administrator shall also be responsible for:

- 5 a. Mailing the Notice as directed by the Court;
- 6 b. Consulting with counsel for the Parties concerning any relevant issue, including
7 (without limitation) the estimated amounts of approximate Individual Settlement
8 Payments, PAGA Employee Payments, and the acceptance of any late or deficient
9 disputes;
- 10 c. Keeping track of timely and proper requests for exclusion;
- 11 d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and
12 the PAGA Payment to the LWDA;
- 13 e. Providing weekly status reports to counsel for the Parties, including: (a) the number of
14 Notices mailed (including information regarding undeliverable and/or emailed
15 Notices); (b) the number of disputes received (and sending copies of said disputes); (c)
16 the number of objections received; and (d) the number of requests for exclusion
17 received;
- 18 f. Notifying Counsel for Defendants of the wiring instructions to fund the Settlement
19 Amount as approved by the Court;
- 20 g. Preparing the checks containing the Individual Settlement Payments;
- 21 h. Distributing and paying the Incentive Award, Individual Settlement Payments, PAGA
22 Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to
23 Class Counsel;
- 24 i. Issuing tax forms and addressing employer and employee-side payroll taxes; and
- 25 j. Such other tasks as the Parties mutually agree or the Court orders the Settlement
26 Administrator to perform, including responding to questions from Class Members.

27 ///

28 ///

REQUESTS FOR EXCLUSION

55. Each Class Member shall have sixty (60) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The written request for exclusion must: (1) state the Class Member's name, address, telephone number, and social security number or employee identification number; (2) state the Class Member's intention to exclude themselves from or opt-out of the Settlement (*e.g.* "I want to exclude myself from this settlement. I also understand that I retain all rights to sue the Defendants for the claims asserted in this lawsuit."); (3) be addressed to the Settlement Administrator; (4) be signed by the Class Member or his or her lawful representative; and (5) be postmarked no later than sixty (60) calendar days from the mailing of the Notice (or the ten (10) day extension referenced below for eligible Class Members). No requests for exclusion shall be accepted if postmarked after the sixty (60) calendar day period for the filing of exclusions. Class Members whose Notices are returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension of ten (10) calendar days from their original Response Deadline to postmark a request for exclusion. Class Members are responsible for maintaining a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

56. Any Class Member who validly excludes himself/herself/themselves from this Settlement shall not be bound by this Settlement Agreement and shall not be entitled to any portion of the Net Settlement Amount.

57. If five percent (5%) or more of the Class Members opt out of the Settlement by submitting valid and timely requests for exclusion, Defendants shall have the sole and absolute discretion to rescind/void the Settlement Agreement within twenty (20) days after receiving from the Settlement Administrator the final list of requests for exclusion. Defendants agree to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination

1 of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement
2 Agreement shall become null and void and have no further force or effect. The Parties specifically
3 agree not to solicit opt-outs, directly or indirectly, through any means.

4 **OBJECTIONS TO THE SETTLEMENT**

5 58. Each Class Member shall have sixty (60) calendar days from the mailing of the Notice,
6 or such number of days as the Court shall specify, within which to postmark an objection, for return
7 to the Settlement Administrator. Class Members whose Notices are returned as undeliverable and who
8 are sent a re-mailed Settlement Notice shall be given an extension of ten (10) days from their original
9 Response Deadline to postmark an objection. Any Class Member, who does not affirmatively opt-out
10 of the Settlement by submitting a valid and timely request for exclusion, may object to the approval
11 of class action settlement ("Objecting Class Member"). Any Class Member who makes a timely
12 request for exclusion has waived their right to object. The Objecting Class Member shall inform the
13 Settlement Administrator in writing and (1) state the case name and number of the Action; (2) state
14 the Class Member's name, address, telephone number, and social security number or employee
15 identification number; (3) describe, in clear and concise terms, the legal and factual arguments
16 supporting the objection; (4) list identifying witness(es) the objector may call to testify at the Final
17 Approval Hearing; (5) provide true and correct copies of any exhibit(s) the objector intends to offer at
18 the Final Approval Hearing; (6) state whether the objection applies only to the objector, to a specific
19 subset of the Class, or to the entire Class; (7) be addressed to the Settlement Administrator; (8) be
20 signed by the Class Member or his or her lawful representative; and (9) be postmarked no later than
21 sixty (60) calendar days from the mailing of the Notice (or the ten (10) day extension referenced above
22 for eligible Class Members). Regardless of whether a Class Member timely submitted a written
23 objection, a Class Member who wishes to appear at the Final Approval Hearing and be heard orally in
24 support of, or in opposition to the class action settlement, may do so. Class Members shall have no
25 right to object to the PAGA release or PAGA Payment.

26 59. Any Class Member who fails to timely submit an objection shall be foreclosed from
27 making any objection to this Settlement or from filing an appeal of the Court's Final Order and
28 Judgment unless otherwise ordered by the Court.

60. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

61. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to appeal from the Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

RELEASE OF CLAIMS BY CLASS REPRESENTATIVE, SETTLEMENT CLASS

MEMBERS, AND PAGA EMPLOYEES

62. The "Class Released Claims". Upon the date the Settlement is funded, the Settlement Class Members and Plaintiff release all claims pleaded in the Operative Complaint, attached hereto as **Exhibit A**, and which could have been alleged based upon the facts, allegations and/or claims pleaded in the Operative Complaint, against the Released Parties (as defined above), for work performed during the Class Period, including the following:

- a. The Claims set forth in the Operative Complaint, specifically, (1) failure to pay and/or accurately calculate minimum, regular, overtime, double time, prevailing and vacation wages (Violations of Labor Code §§ 227.3, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1770); (2) failure to provide meal periods or pay premiums in lieu thereof (Violations of Labor Code §§ 512, 226.7, and the applicable Wage Orders); (3) failure to provide rest periods or pay premiums in lieu thereof (Violation of Labor Code § 226.7 and the applicable Wage Order); (4) failure to reimburse and indemnify expenses (Violation of Labor Code §§ 2800 and 2802); (5) failure to timely pay wages during and upon termination of employment (Violation of Labor Code §§ 201-204); (6) failure to furnish and/or keep timely and accurate wage statements and employment records (Violation of Labor Code §§ 226, 1174, 1174.5); violation of California Unfair Competition Law (Violation of Business & Professions Code § 17200 *et seq.*); (8) Violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*); (9) violation of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

- b. Any claims predicated on the same or similar facts and/or claims alleged in the Operative Complaint and/or PAGA letter or amended PAGA letter sent to the LWDA by Plaintiff during the pendency or prior to the Action and incorporated therein, as well as any claims that could have been pled which arise from the facts alleged in the Operative Complaint concerning Plaintiff or the Class Members, including any claims for unpaid wages (including minimum, regular, vacation, prevailing and overtime wages), unlawful rounding of employee time punches, untimely wage payments both during and at the end of employment, noncompliant meal periods, noncompliant rest periods, noncompliant wage statements, failure to reimburse and indemnify business expenses, failure to correctly calculate the regular rate of pay, and claims for interest, penalties (including, but not limited to, waiting time penalties), or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint.
- c. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint;
- d. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims under the Fair Labor Standards Act (“FLSA”) that were alleged or could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint.

63. Release of PAGA Claims. Upon the date the Settlement is funded, Plaintiff and the PAGA Employees hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all claims for violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), (“PAGA claims”) as alleged in the Operative Complaint, attached hereto as **Exhibit A**, which

1 includes those alleged in the PAGA letter(s) sent to the LWDA by Plaintiff that arose at any time
2 during the PAGA Period. The PAGA Employees will be issued a check for their share of the PAGA
3 Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release
4 of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of
5 the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment.

6 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION**

7 64. For settlement purposes only, the Parties agree that the Class as defined in Paragraph 3
8 herein, and which will run through the date of preliminary approval, may be certified in the Action.
9 The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff will request
10 that the Court certify for settlement purposes the Class as to all non-PAGA claims that have been
11 asserted, which Defendants shall not oppose or object to.

12 65. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in
13 support of Plaintiff's Motion for Preliminary Approval and for determination by the Court as to
14 whether the proposed Settlement is within the range of possible judicial approval. Promptly upon
15 execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an
16 order substantially in the following form:

- 17 a. Scheduling of the Final Approval Hearing on the question of whether the proposed
18 Settlement, including payment of attorneys' fees and costs and the Incentive Award
19 should be finally approved as fair, reasonable and adequate as to the Settlement Class
20 Members and for approval of the PAGA Settlement;
- 21 b. Certifying the Settlement Class;
- 22 c. Approving the Notice attached hereto as **Exhibit B**;
- 23 d. Directing the mailing of the Notice by first-class mail to the Class Members and PAGA
24 Employees; and
- 25 e. Preliminarily approving the Settlement subject only to the objections of the Class
26 Members and final review by the Court.

27 66. The Parties will work cooperatively to mutually agree upon the form and content of the
28 Notice, as well as the Proposed Order Granting Preliminary Approval.

67. The Class Representative and Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. The Class Representative and each Class Counsel represent that they have not made any such disclosure. The Class Representative and Class Counsel shall not encourage any Class Members to opt-out. Class Counsel will take all steps necessary to ensure that the Class Representative is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and the Class Representative agree not to publicize the terms of this Settlement with the media, including, but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements, or publicize the fact or the terms of this Settlement on any website. Nothing in this Settlement Agreement shall restrict Class Counsel from disclosing and including all publicly available information regarding this case and the Settlement in any documents filed with the court and/or judicial submissions (e.g., declarations regarding adequacy or experience, etc.).

DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL

68. Following final approval by the Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in approximately the following form and with input from Defendants' Counsel: Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions including the approval of Class Counsel's application for an award of attorneys' fees and costs and the Incentive Award to the Class Representative. The Parties will work cooperatively to mutually agree upon the form and content of the Proposed Order Granting Final Approval of the Class Settlement and Approval of the PAGA Settlement and Judgment.

VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED

69. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiff or Defendants may terminate this Settlement if after submitting the settlement for approval to the Court, the Court declines to enter the preliminary approval order, the final approval order, or judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party

(through counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

(a) The Stipulation of Settlement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

(b) In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any party, Settlement Class Member, PAGA Employee or Class Counsel, except for all of the Settlement Administration costs incurred by the Settlement Administrator as of the date of termination.

(c) The preliminary approval order, final approval order and judgment shall be vacated.

(d) The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.

(e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

PARTIES' AUTHORITY

70. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

71. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking of such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall

1 take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

2 72. The Parties and their respective counsel agree that they will not attempt to encourage
3 or discourage Class Members from filing requests for exclusion.

4 **NO PRIOR ASSIGNMENTS**

5 73. The Parties and their respective counsel represent, covenant and warrant that they have
6 not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
7 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
8 or right herein released and discharged except as set forth herein.

9 **NO ADMISSION**

10 74. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to
11 be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of
12 Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the
13 intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

14 **BREACH AND ENFORCEMENT ACTIONS**

15 75. The Parties will jointly request that the Court retain jurisdiction pursuant to California
16 Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of
17 a breach of this Settlement, the nonbreaching Party shall provide notice to the breaching party and
18 request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30)
19 days of said notice, the nonbreaching party may pursue legal action or other proceeding against any
20 other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare
21 rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions,
22 the successful party or parties shall be entitled to recover from the unsuccessful party or parties
23 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
24 enforcement actions. All such disputes shall be resolved by the Court.

25 **NOTICES**

26 76. Unless otherwise specifically provided herein, all notices, demands or other
27 communications given hereunder shall be in writing and shall be deemed to have been duly given as
28

of the third business day after mailing both electronically and by United States registered or certified mail, return receipt requested, and addressed as follows:

To Plaintiff, the Settlement Class and Class Counsel:

Jonathan M. Genish
jgenish@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

To Defendant and Defendant's Counsel:

Elizabeth Staggs-Wilson
LITTLER MENDELSON, P.C.
633 West 5th Street, 63rd Floor
Los Angeles, CA 90071
Telephone: (213) 443-4300
E-mail: Estaggs-wilson@littler.com

CONSTRUCTION

77. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

78. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

79. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement

1 may not be discharged except by performance in accordance with its terms or by a writing signed by
2 the Parties hereto.

3 **INTEGRATION CLAUSE**

4 80. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein
5 by reference, contain the entire agreement between the Parties relating to the settlement and transaction
6 contemplated hereby, and all prior or contemporaneous agreements, understandings, representations
7 and statements, whether oral or written and whether by a Party or such Party's legal counsel, are
8 merged herein. No rights hereunder may be waived except in writing.

9 **BINDING ON ASSIGNS**

10 81. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
11 Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

12 **CLASS MEMBER SIGNATORIES**

13 82. It is agreed that because the Class Members are so numerous, it is impossible or
14 impractical to have each member execute this Stipulation of Settlement. The Class Notice, Exhibit
15 "B" hereto, will advise the Class Members of the binding nature of the release, and the release shall
16 have the same force and effect as if this Stipulation of Settlement were executed by each member.

17 **COUNTERPARTS**

18 83. This Stipulation of Settlement may be executed in counterparts and by facsimile
19 signatures, and when each party has signed and delivered at least one such counterpart, each
20 counterpart shall be deemed an original and, when taken together with other signed counterparts, shall
21 constitute one Stipulation of Settlement binding upon and effective as to all Parties.

22 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
23 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
24 below:

25 ///

26 ///

27 ///

28 ///

1 Dated: 6/1/2022 | 12:01:24 PM, BDT
2 _____, 2022



Angel Garcia
Plaintiff and Class Representative

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4 Dated: _____, 2022
5
6 Inc.

Defendant J&B Investments, Inc. d/b/a J&B Materials,

7 Dated: _____, 2022

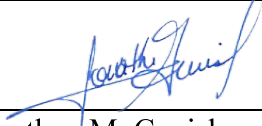
Defendant Pacific Gypsum Supply, Inc.

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9
10 Dated: _____, 2022

Defendant Gypsum Management and Supply, Inc.

11
12
13 **APPROVED AS TO FORM AND CONTENT:**

14
15 Dated: June 1 _____, 2022



Jonathan M. Genish
Counsel for Plaintiff and the Putative Class

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17
18 Dated: June 2 _____, 2022



Elizabeth Staggs Wilson
Counsel for Defendants

1 Dated: _____, 2022

Angel Garcia
Plaintiff and Class Representative

2

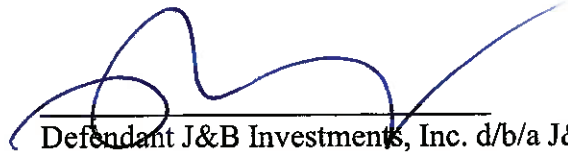
3

4 Dated: 6-2-, 2022

5

6

Inc.



Defendant J&B Investments, Inc. d/b/a J&B Materials,
Inc.

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10 Dated: _____, 2022

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Dated: _____, 2022

Defendant Pacific Gypsum Supply, Inc.

Dated: _____, 2022

Defendant Gypsum Management and Supply, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2022

Jonathan M. Genish
Counsel for Plaintiff and the Putative Class

Dated: _____, 2022

Elizabeth Staggs Wilson
Counsel for Defendants

1 Dated: _____, 2022

Angel Garcia
Plaintiff and Class Representative

4 Dated: _____, 2022

Defendant J&B Investments, Inc. d/b/a J&B Materials,
Inc.

7 Dated: 6/2/2022
_____, 2022

Craig D. Apolinsky

Defendant Pacific Gypsum Supply, Inc.

10 Dated: 6/2/2022
_____, 2022

Craig D. Apolinsky

Defendant Gypsum Management and Supply, Inc.

13 **APPROVED AS TO FORM AND CONTENT:**

15 Dated: _____, 2022

Jonathan M. Genish
Counsel for Plaintiff and the Putative Class

18 Dated: _____, 2022

Elizabeth Staggs Wilson
Counsel for Defendants