

1 **THEODORE R. TANG 313294**

2 **MANNY M. STARR 319778**

3 **FRONTIER LAW CENTER**

4 23901 Calabasas Rd., Suite 2074

5 Calabasas, California 91302

6 Telephone: (818) 914-3433

7 Attorneys for Plaintiff:

8 **GUSTAVO GOMEZ**

9 **S. BRETT SUTTON 143107**

10 **JARED HAGUE 251517**

11 **BRADY BRIGGS 310934**

12 **SUTTON HAGUE LAW CORPORATION, P.C.**

13 5200 N. Palm Avenue, Suite 203

14 Fresno, California 93704

15 Telephone: (559) 325-0500

16 Attorneys for Defendant:

17 **R.N.V., INC.**

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **FOR THE COUNTY OF TULARE**

20 * * *

21 GUSTAVO GOMEZ, as an individual and on
22 behalf of aggrieved employees,

23 Plaintiff,

24 vs.

25 R.N.V., INC., a California limited liability
26 company; and DOES 1 through 50, inclusive,

27 Defendants.

Case No. VCU292268

**JOINT STIPULATION AND
SETTLEMENT OF PAGA ACTION**

Subject to approval by the Court, which counsel and the parties agree to pursue and recommend in good faith, Plaintiff Gustavo Gomez ("Plaintiff"), individually and on behalf of all other aggrieved employees, on the one hand, and Defendant R.N.V., Inc. on the other ("Defendant"), hereby agree to the following binding Settlement of the action designated *Gomez v. R.N.V., Inc.*, Superior Court of the State of California, County of Tulare, Case No. VCU292268. As detailed below, in the event the Court does not enter orders consistent with the terms of the Settlement or the conditions precedent are not met for any reason, this Stipulation shall be void and shall be of no force or effect whatsoever.

I. DEFINED TERMS

As used herein, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Stipulation are not specifically defined below, but are defined elsewhere in the Stipulation, they are incorporated by reference into this definition section:

1. Action.

"Action" shall refer to the civil action filed by Plaintiff on or about June 27, 2022, in Tulare County Superior Court, Case No. VCU292268, and any amendments thereto.

2. Administrative Expenses.

"Administrative Expenses" shall include all costs and expenses associated with the Settlement Administrator.

3. Aggrieved or Covered Employees.

The "Covered Employees" or "Aggrieved Employees" for the purposes of this Settlement only, shall consist of all individuals employed by Defendant in California as non-exempt employees at any time from the period of April 23, 2021, through the earlier of the date which the Court approves the Settlement or April 8, 2023.

4. Attorneys' Fees and Expenses.

"Attorneys' Fees and Expenses" shall mean Plaintiff's Counsel's attorneys' fees and expenses as set forth in Paragraph III.1.

5. Court.

"Court" shall mean the Superior Court of California in and for the County of Tulare.

1 **6. Defendant.**

2 “Defendant” shall mean R.N.V., Inc.

3 **7. Defense Counsel.**

4 “Defense Counsel” shall mean the attorneys of Sutton Hague Law Corporation.

5 **8. Effective Date.**

6 The “Effective Date” shall be the date when all of the following events have occurred: (1)
7 the Court has heard Plaintiff’s Motion for Approval of the Settlement and entered an order and
8 judgment approving the Settlement; and (2) the time for appeal, if applicable (as explained
9 herein), has expired. If no objection by the LWDA is made to the Settlement, there is no right to
10 appeal and the Effective Date is the date upon which the Court signs the final order and
11 judgment. If an objection has been filed and/or heard at the hearing on Plaintiff’s Motion for
12 Approval, the Effective Date means: (1) the date of final affirmation of the approval order and
13 judgment from any appeal, the expiration of the time for, or the denial of, a petition to review the
14 approval order, or if review is granted, the date of final affirmation of the approval order and
15 judgment following review pursuant to that grant; (2) the date of final dismissal of any appeal
16 from the approval order and judgment or the final dismissal of any proceeding to review the
17 approval order and judgment, provided that the approval order and judgment is affirmed and/or
18 not reversed in any part; or (3) if no appeal is filed, the expiration date of the time for the filing
19 or noticing of any appeal from the Court’s approval of the Resolution, as determined under Rule
20 8.104(a)(3) of the California Rules of Court.

21 **9. Enhancement Payment.**

22 “Enhancement Payment” shall mean any additional monetary payment provided to
23 Plaintiff for: (i) his efforts and risks on behalf of the State of California and the Covered
24 Employees in this Action as well, and (ii) the execution of a general release, in addition to the
25 release agreed to by the Covered Employees.

26 **10. Gross Settlement Amount.**

27 “Gross Settlement Amount” or “GSA” shall mean One Hundred and Fifty Thousand
28 Dollars (\$150,000). The GSA includes: (1) Administrative Expenses; (2) Enhancement Payment;

(3) Attorneys' Fees and Expenses; (4) Individual Penalties Payments; and (5) the payment to the LWDA.

11. Individual Penalties Payment.

"Individual Penalties Payment" shall mean the amount which is ultimately distributed to each Covered Employee.

12. Net Settlement Amount.

"Net Settlement Amount" or "NSA" shall mean the GSA, less Administrative Expenses, Plaintiff's Enhancement Payment, and Attorneys' Fees and Expenses.

13. PAGA Representative.

"PAGA Representative" shall mean Plaintiff Gustavo Gomez.

14. Parties.

"Parties" shall mean the Plaintiff and Defendant.

15. Plaintiff.

"Plaintiff" shall mean Plaintiff Gustavo Gomez.

16. Plaintiff's Counsel.

"Plaintiff's Counsel" shall collectively refer to the attorneys of the Frontier Law Center.

17. Released Claims.

"Released Claim(s)" shall mean and include, without limitation, any and all claims for civil penalties that could have been assessed or collected by Plaintiff or the LWDA, a State of California Executive Branch Agency under the PAGA, based on the allegations set forth in Plaintiff's April 12, 2022 letter to the LWDA ("PAGA Letter"), including any and all claims under California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 558, 1197, 1197.1, 2699, and 2802 all of which are expressly referenced in Plaintiff's PAGA Letter, and any other claims for civil penalties for failure to pay minimum and/or overtime wages, failure to pay all wages owed each pay period, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to reimburse employees for business expenses, failure to issue accurate itemized wage statements, failure to maintain accurate payroll records for its non-exempt employees, and failure to pay all wages due and owing upon termination. The release shall be

1 included as part of any final judgment in this action, so that all released claims and rights shall
2 also be barred by principles of res judicata. "Released Claims" does not release any person,
3 party or entity from claims, if any, by PAGA Group Members for workers compensation,
4 unemployment, wrongful termination, discrimination, harassment, retaliation, or disability
5 benefits of any nature. The Settled Claims are those that accrued during the PAGA Period.

6 The PAGA Representative Group shall be forever barred from asserting, instituting, or
7 maintaining against any or all the Released Parties, any and all claims, demands, actions, causes
8 of action, lawsuits, arbitrations, damages, or liabilities whether legal, equitable, or otherwise,
9 relating in any way to the claims asserted or the factual or legal allegations made in the Action as
10 it relates to PAGA claims only.

11 **18. Released Parties.**

12 "Released Parties" shall mean and include Defendant and its past, present and/or future,
13 direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys,
14 agents, parent companies, subsidiaries, affiliates, related entities, consultants, shareholders,
15 members, joint ventures, predecessors, successors, and/or assigns.

16 **19. Settlement.**

17 "Settlement" shall mean the settlement memorialized in this Agreement.

18 **20. Settlement Administrator.**

19 "Settlement Administrator" means Phoenix Class Action Administration Solutions
20 ("Phoenix"), or any other third-party administrator mutually agreed to by the Parties and
21 approved by the Court, which will perform the duties of: (a) calculating the amounts due to each
22 Aggrieved Employee pursuant to the Settlement; (b) providing Individual Penalties Payments,
23 along with IRS Forms 1099, to the Aggrieved Employees; (c) reporting the Individual Penalties
24 Payment amounts of each Aggrieved Employee to all required taxing and other authorities; (d)
25 utilizing the National Change of Address Database maintained by the United States Postal
26 Service, mail-forwarding information and/or skip tracing methods, as reasonable, to update the
27 Database and taking steps to send Individual Penalties Payments to current mailing addresses; (e)
28

performing such other duties as are described herein; and (f) establishing a Qualified Settlement Fund pursuant to applicable law for the purpose of administering this Settlement.

21. Settlement Approval Date.

“Settlement Approval Date” shall mean the date upon which the Court enters an order approving this Settlement.

22. Settlement Period or PAGA Period.

The “Settlement Period” or “PAGA Period” shall be defined as commencing on April 23, 2021, and continuing through the earlier of the date of the Court’s order granting approval of the Settlement or April 8, 2023.

II. RECITALS

This Stipulation is made by Named Plaintiff on behalf of himself and each Covered Employee, on the one hand, and Defendant, on the other hand, and is subject to the approval of the Court.

1. This Agreement encompasses and shall include all Covered Employees as defined herein.

2. On April 12, 2022, Plaintiff, on behalf of all Covered Employees, notified the Labor and Workforce Development Agency (“LWDA”) of his allegations that Defendant had: 1) failed to properly pay minimum, regular and overtime to its hourly employees; 2) failed to provide compliant meal periods to its non-exempt employees; 3) failed to provide compliant rest periods to its non-exempt employees; 4) failed to pay wages to employees upon termination of employment; 5) failed to furnish compliant wage statements to its non-exempt employees; and 6) failed to reimburse business related expenses of non-exempt employees. The LWDA did not provide any notice that it intended to investigate Plaintiff’s allegations.

3. On or about June 27, 2022, Plaintiff filed Case No. VCU292268, in which Plaintiff alleged various causes of action on a representative action basis based on violations of the California Labor Code and provisions of the relevant Industrial Wage Order.

4. Defendant filed a general denial to the allegations in Plaintiff’s Complaint, denying all material allegations of liability and asserting various affirmative defenses. Defendant

1 asserts that it complied with applicable laws in that it compensated Covered Employees for all
2 hours worked and otherwise complied with its obligations under the California Labor Code and
3 associated regulations and Industrial Wage Orders.

4 5. Defendant is entering this Agreement solely to avoid the time and expense of
5 further litigation. Nothing in this Agreement may be construed as an admission of any
6 wrongdoing by Defendant. Defendant has taken into account the uncertainty and risks inherent in
7 litigation. Defendant has therefore concluded that it is desirable that the Action be resolved in the
8 manner and upon the terms and conditions set forth in this Agreement.

9 6. On February 7, 2023, the parties engaged in extensive mediation before
10 experienced mediator David Lowe, Esq. of Rudy, Exelrod, Zieff & Lowe. Prior to mediation,
11 Plaintiff and Defendant engaged in informal discovery that included the exchange of time and
12 pay records for Plaintiff and certain Covered Employees, the number of Covered Employees and
13 their pay rates, and other policy documents. The Parties also participated in various telephonic
14 conferences and exchanged information related to PAGA exposure. At the end of a full day of
15 mediation, Mr. Lowe issued a mediator's proposal for resolution of this case in accordance with
16 the terms set forth in this Agreement. The Parties indicated their acceptance of the proposal.

17 7. Defendant represents there are approximately 182 Covered Employees in the
18 representative period of time encompassed in the Settlement Period. Upon approval of this
19 PAGA settlement, the Settlement Administrator will provide a declaration under penalty of
20 perjury to counsel for Plaintiff that the PAGA settlement checks have been issued and will
21 provide an accounting for uncashed settlement checks as set forth in this Agreement.

22 8. Plaintiff warrants he has not sold, assigned, or transferred any claim or cause of
23 action, which he has or had against Defendant or any other person or entity who is covered by
24 this release of claims.

25 THEREFORE, in consideration of the mutual promises, assurances, and covenants set
26 forth in this Agreement, the parties agree as follows:

1 **III. STIPULATION AND AGREEMENT**

2 **NOW, THEREFORE, IT IS HEREBY STIPULATED**, by and among the Named
3 Plaintiff on behalf of the members of the PAGA Group on the one hand, and Defendant on the
4 other hand, and subject to the approval of the Court, that the Action is hereby being
5 compromised and settled pursuant to the terms and conditions set forth in this Agreement, and
6 subject to the following terms and conditions:

7 1. **Gross Settlement Amount.** Subject to the notice procedures set forth below and
8 Approval by the Court, Defendant agrees to pay the Gross Settlement Amount (“GSA”) of ONE
9 HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) to settle
10 the Action. The GSA shall be allocated as follows, subject to approval by the Court: (i) up to
11 thirty-five percent (35%) of the GSA or Fifty-Two Thousand and Five Hundred Dollars
12 (\$52,500) for an award of Plaintiff’s Counsel’s attorneys’ fees; (ii) up to Twelve Thousand
13 Dollars (\$12,000.00) for reimbursement of actual costs incurred in Plaintiff’s Counsel’s
14 litigation of this case; (iii) up to Three Thousand Dollars (\$3,000.00) for payment of
15 Administrative Expenses; (iv) up to Seven Thousand Five Hundred Dollars (\$7,500.00) for
16 Plaintiff’s Enhancement Payment; (v) after deduction of the amounts enumerated above, the Net
17 Settlement Amount (“NSA”), estimated to be at least Seventy Five Thousand Dollars (\$75,000),
18 shall be made to the Covered Employees (including Plaintiff) and to the LWDA in accordance
19 with Paragraph III.2.

20 2. **Distribution of the Net Settlement Amount.** The NSA shall be calculated after
21 deducting the Attorneys’ Fees and Expenses, Administrative Expenses, and Enhancement
22 Payment. The NSA will then be distributed as follows:

23 a) A total of 75% of the NSA shall be paid to the LWDA pursuant to Labor Code
24 section 2699(i).

25 b) A total of 25% of the NSA shall be distributed to the Covered Employees on a pro
26 rata basis, based on their respective number of compensable pay periods during the Settlement
27 Period, according to Defendant’s records. Covered Employees will receive an IRS Form 1099-
28 MISC (Box 3) for this payment.

3. **Court Approval.** After full execution of this Agreement, Plaintiff shall promptly move the court for approval of the Settlement, as well as approval of all amounts to be deducted from the GSA as described in Paragraph III.1. Defendant shall not oppose the motion and shall make reasonable efforts to cooperate in obtaining approval of the Settlement. Plaintiff's Counsel shall submit the Agreement to the Court and LWDA, as necessary under Labor Code section 2699(l) and any other applicable provision. Should the Court not grant approval of this Agreement or should the LWDA object to this Agreement, then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing by the Parties. The Court shall retain jurisdiction to enforce the terms and conditions of the judgment. The judgment shall not be recorded in any manner, and no effort shall be made to enforce it, unless Defendant defaults on its payment obligations under this Agreement. If the Agreement is null and void, and a new trial date is selected, all discovery deadlines shall be based on the new trial date.

4. **Reversion.** In the event the Court does not approve any amount requested to be deducted from the GSA as described in Paragraph III.1, including Attorneys' Fees and Expenses, Administrative Expenses, and Enhancement Payment, any amount requested but not approved shall not revert to Defendants, but shall be added to the NSA for distribution pursuant to Paragraph III.2.

5. **Non-Disparagement.** Plaintiff, as well as his counsel, agree not to publicly disparage Defendant or any of the Released Parties.

IV. RELEASED CLAIMS

1. Plaintiff's Release of Claims And General Release.

a) Plaintiff agrees to release the Released Parties from the Released Claims through the Settlement Period.

b) Plaintiff agrees to a general release of claims for himself and his respective spouse, heirs, successors and assigns, forever releasing the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning

of time through the date of his signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to his employment with R.N.V., Inc. or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, 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 excludes any release of any claims not permitted to be released by law.

c) Plaintiff acknowledges that: (a) he has consulted with an attorney prior to executing this Agreement; (b) he has read the release and understands the effect of his release and that he is releasing legal rights; (c) he is aware of certain rights to which he may be entitled under certain statutes and laws identified in the release; (d) he has had adequate time to consider this Agreement; (e) he understands the Agreement and agrees to be bound by its terms; and (f) as consideration for executing this Agreement, he has received additional benefits and compensation of value to which he would not otherwise be entitled.

2. **Release By Covered Employees.** The Covered Employees agree to release the Released Claims against the Released Parties through the Settlement Period.

3. **Settlement Nullification.** If, at any time between now and the date upon which the calculations concerning the estimated Individual Settlement Payments are made, the number of PAGA Members is ten percent (10%) higher than 182 for the period of dated April 23, 2021 through the date of mediation (February 7, 2023), Plaintiff shall have, in his sole discretion, the option to terminate the PAGA Agreement. If Plaintiff decides to void the PAGA Agreement pursuant to this term, then the PAGA Agreement shall be considered void, and neither the

1 Agreement, nor any of the related negotiations or proceedings, shall be of any force or effect,
2 and the Parties shall stand in the same position, without prejudice, as if the PAGA Agreement
3 had been neither entered into.

4 **V. ADMINISTRATIVE EXPENSES**

5 1. **The Settlement Administrator's Costs and Expenses.** All costs and expenses
6 due the Settlement Administrator in connection with its administration of the Settlement
7 including, but not limited to, locating Aggrieved Employees, and calculating, administering and
8 distributing Notice Forms and Individual Penalties Payments to the Aggrieved Employees, shall
9 be paid from the Gross Settlement Amount.

10 **VI. NOTICE AND PAYMENT PROCEDURES**

11 1. **The Settlement Administrator.** The Parties agree that Phoenix, should be
12 appointed as Settlement Administrator. The Settlement Administrator will be responsible for
13 preparing, administering, and distributing Notice Forms, the LWDA payment, and Individual
14 Penalties Payments to the Aggrieved Employees, and issuing a final report and performing such
15 other duties as the Parties may direct.

16 Administrative Expenses are not anticipated to exceed \$3,000. In the event that
17 Administrative Expenses exceed \$3,000 any and all additional amounts shall be deducted from
18 the Gross Settlement Amount and the Net Settlement Amount will be recalculated to reflect such
19 additional Administrative Expenses. To the extent that Administrative Expenses exceed \$3,000,
20 Plaintiff's Counsel agrees to provide an explanation to the Court, supported by declarations from
21 Plaintiff's Counsel and/or Phoenix, as to the source of the additional Administrative Expenses,
22 the reason such additional expenses were not anticipated prior to the execution of this
23 Agreement, and an explanation as to whether such additional expenses should be deducted from
24 the Gross Settlement Amount or allocated in some other manner, subject to Court approval. In
25 the event that Administrative Expenses are less than \$3,000, the difference shall be added to the
26 Net Settlement Amount for distribution to the Aggrieved Employees.

27 ///

28 ///

1 2. **Timing of Payments.**

2 a) Within ten (10) business days of the Effective Date, Defendant shall: (i)
3 provide the Settlement Administrator with an up-to-date list of Covered Employees
4 containing names, social security numbers, last-known telephone numbers, last-known
5 mailing addresses and pay periods for each Covered Employee (the "Database") and (ii)
6 deposit with the Settlement Administrator the NSA, as calculated based on the Court-
7 approved amounts of Attorneys' Fees and Expenses, Administrative Expenses, and
8 Enhancement Payment, into a Qualified Settlement Account to be established by the
9 Settlement Administrator.

10 b) Within ten (10) business days following receipt of the Database and NSA,
11 the Settlement Administrator shall mail: (i) the Individual Penalties Payments to the
12 Covered Employees using the mailing address information provided by Defendant and
13 the results of the skip trace performed and (ii) the LWDA payment to the LWDA.

14 3. **Notice to Covered Employees.** Each Individual Penalties Payment shall be
15 accompanied by a letter ("Notice Form") explaining why the check is being sent and a basis for
16 the calculation. The letter shall be approved by the Court upon approval of the Settlement.
17 Defendant represents the addresses and data provided to effectuate the pro rata distribution of the
18 Settlement is accurate to the best of Defendant's knowledge.

19 4. **Returned Settlement Checks.** In the event that an Individual Penalties Payment
20 check is returned to the Settlement Administrator with a forwarding address, the Individual
21 Penalties Payment check will be re-mailed to the forwarding address. In the event an Individual
22 Penalties Payment check is returned to the Settlement Administrator without a forwarding
23 address or is otherwise undeliverable, the Settlement Administrator will make a diligent effort to
24 correct the address and re-mail the returned Individual Penalties Payment check. If within the
25 120-calendar day period following issuance of the Individual Penalties Payment check, the
26 Covered Employee contacts the Settlement Administrator or counsel for either Party with a new
27 address, the Individual Penalties Payment check will be re-issued and mailed to the new address
28

1 provided any such re-issued Individual Penalties Payment check will indicate on its face that it is
2 void if not negotiated within 120 calendar days of its issuance.

3 5. **Disposition of Uncashed Individual Penalties Payment Checks.** Individual
4 Penalties Payment checks shall be negotiable for not less than 120 calendar days from issuance.
5 All Individual Penalties Payment checks will indicate on their face that they are void if not
6 negotiated within 120 calendar days of issuance. The Notice Form enclosed with the Individual
7 Penalties Payments will also note this 120-day requirement. For Individual Penalties Payment
8 checks remaining uncashed for more than 120 calendar days after issuance, the net funds shall be
9 deposited into the California Secretary of State's Unclaimed Property division in the name of
10 each such Covered Employee.

11 6. **No Effect on Employee Benefits.** All Individual Penalties Payment to Covered
12 Employees shall be deemed to be paid to such Covered Employees in the year in which such
13 payments actually are received by the Covered Employees. It is expressly understood and agreed
14 that the receipt of such Individual Penalties Payment will not entitle any Covered Employees to
15 additional compensation or benefits under any compensation or benefit plan or agreement in
16 place during the period covered by the Agreement, nor will it entitle any Covered Employee to
17 any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits.
18 It is the intent of this Settlement that the Individual Penalties Payments are the sole payments to
19 be made by Defendant to the Covered Employees, and that the Covered Employees are not
20 entitled to any new or additional compensation or benefits as a result of having received an
21 Individual Penalties Payment (notwithstanding any contrary language or agreement in any
22 benefit or compensation plan document that might have been in effect during the period covered
23 by this Settlement).

24 7. **Final Report by Settlement Administrator.** Within ten (10) business days after
25 the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration
26 providing a final report on the disbursements of all funds.

27 ///

28 ///

VII. TAX TREATMENT OF INDIVIDUAL PENALTIES PAYMENTS.

1. **Tax Treatment.** It is expressly agreed by the Parties that all funds distributed pursuant to this Settlement will be considered penalties. Plaintiff and the Covered Employees will receive an IRS Form 1099-Misc (Box 3) for any payments received from the Settlement Administrator.

2. **No Warranty.** The Parties make no warranty as to any tax consequences of any payment hereunder. Any determination of the tax consequences of those payments is the sole responsibility of the Covered Employee. Covered Employees who receive an Individual Penalties Payment pursuant to this Settlement shall be responsible for correctly characterizing such amounts for tax reporting purposes and solely responsible for any and all tax obligations associated with such receipt.

VIII. ADVICE OF ATTORNEY

1. Plaintiff acknowledges that Defendant, through counsel to Plaintiff's counsel, encouraged Plaintiff to seek independent representation or legal counsel regarding the rights being waived by this Agreement, and was given a full and fair opportunity to become fully informed about the legal impact of this Agreement before signing this Agreement. Plaintiff is represented by counsel experienced in this type of matter, and this Agreement was reached after extensive negotiations. Plaintiff warrants and represents that in executing this Agreement, he has had the opportunity to have the terms of this Agreement and its consequences completely explained to them by his attorney, and fully understands the terms and consequences of this Agreement.

2. Plaintiff represents and acknowledges he is voluntarily entering into this Agreement with the full knowledge of the rights they may be waiving.

IX. SUCCESSORS

1. This Agreement shall inure to the benefit of the Covered Employees and Defendant, and each of their respective former, current and future parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present or future

1 officers, directors and employees), predecessors, successors, assigns, officers, directors,
2 employees, and any individuals or entities which could be jointly liable for any of the Released
3 Claims as defined herein.

4 **X. EFFECTUATION**

5 1. The Parties shall execute any and all other documents and do all other things
6 which may be reasonably necessary to carry out the terms of this Agreement.

7 2. The Court shall enter judgment upon approval of this Agreement. The Court shall
8 retain jurisdiction over the Parties to enforce the terms of the judgment. Notice of entry of
9 judgment and order shall be served on the LWDA.

10 3. The Parties agree that this Agreement may be executed in counterparts and that
11 original signatures, facsimile signatures, or PDF files of signatures shall be binding.

12 **XI. ATTORNEYS' FEES AND COSTS**

13 1. **Attorney's Fees.** As part of the request for Court Approval, Plaintiff's Counsel
14 will submit its request for an award of attorneys' fees and an application for reimbursement of
15 any actual costs associated with Plaintiff's Counsel's litigation and Settlement of this case, to be
16 paid out of the Gross Settlement Amount, as follows: (i) up to thirty-five percent (35%) of the
17 GSA (\$150,000) for an award of Plaintiff's Counsel's attorneys' fees, equivalent to Fifty-Two
18 Thousand Five Hundred Dollars (\$52,500) and (ii) up to Twelve Thousand Dollars (\$12,000.00)
19 for reimbursement of actual costs incurred in Plaintiff's Counsel's litigation of this case.
20 Defendant will not oppose this application. The Court shall determine the amount of costs and
21 attorneys' fees to be paid to Plaintiff's Counsel at the hearing on approval of this Settlement.
22 Any portion of the amount sought for fees and costs that is not awarded to Plaintiff's counsel
23 will not revert to Defendant but will be part of the Net Settlement Amount to be distributed to the
24 LWDA and Covered Employees as set forth in Paragraph III.2.

25 2. **Each Party to Bear Its Own Costs.** Except as is specifically provided herein, the
26 Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or
27 otherwise, incurred by them or arising out of this Action, and will not seek reimbursement
28 thereof from any Party to this Agreement.

1 **XII. MISCELLANEOUS PROVISIONS**

2 1. **Entire Agreement.** This Agreement is the complete and entire agreement
3 between the Parties regarding the settled claims as of the effective date of the Agreement, and is
4 intended to be fully integrated. Any and all prior agreements and/or understandings, whether
5 written or oral, that are not set forth in this Agreement shall have no force or effect. Each Party
6 acknowledges and represents that in executing this Agreement they have not relied upon any
7 inducements, promises, or representations made by the other Party or any person representing
8 any other Party which are not specifically set forth in this Agreement.

9 2. **Modification.** This Agreement may not be modified, except by an express written
10 agreement signed by all Parties.

11 3. **Venue.** The parties agree that this Agreement is entered into and is to be
12 performed in Tulare County, California, and that venue for any proceeding to enforce or interpret
13 this Agreement shall be in Tulare County, California.

14 4. **Construction.** Each Party to this Agreement has had an opportunity to participate
15 in the drafting of this Agreement to the extent they desire and, therefore, this Agreement shall be
16 construed according to its plain meaning and not in favor of or against any Party.

17 5. **Governing Law.** This Stipulation is intended to and shall be governed by the
18 laws of the State of California, without regard to conflict of law principles, in all respects,
19 including execution, interpretation, performance, and enforcement.

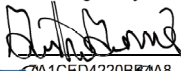
20 6. **Corporate Signatories.** Any person executing this Stipulation or any such related
21 document on behalf of a corporate signatory hereby warrants and promises, for the benefit of all
22 Parties hereto, that such person has been duly authorized by such corporation to execute this
23 Stipulation or any such related document.

24 7. **Execution in Counterparts.** This Stipulation shall become effective upon its
25 execution by all of the undersigned. The Parties and their counsel may execute this Stipulation in
26 counterparts, and execution of counterparts shall have the same force and effect as if all Parties
27 had signed the same instrument.

8. **Action to Enforce Agreement.** In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date below their signatures or the signature of their representatives. The date of the Agreement shall be the date of the latest signature.

Dated: 03/08/23 | 4:49 PST

DocuSigned by:

7A1CE04220B54A8
Gustavo Gomez
Plaintiff and PAGA Representative

Dated: _____

R.N.V., Inc.

Printed: _____

Title: _____

8. **Action to Enforce Agreement.** In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date below their signatures or the signature of their representatives. The date of the Agreement shall be the date of the latest signature.

Dated: _____

Gustavo Gomez
Plaintiff and PAGA Representative

Dated: 3/31/2023

DocuSigned by:

Violet Gong

R.N.V., Inc. 11684E6B2415...

Printed: Violet Gong

Title: Administrative Manager