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Attorneys for Defendant Dynacorn International

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF VENTURA**

Brandon Goetz, individually and on behalf of all
 similarly situated individuals,

Plaintiff,

vs.

Dynacorn International, LLC, a California Limited
 Liability Company; and **Does 1-100**;

Defendants.

CASE NO. 56-2023-00575474-CU-OE-VTA

[Assigned to Hon. Henry Walsh, Dept. 41]

CLASS ACTION

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

Complaint Filed: February 8, 2023

Trial Date: None Set

1 This Joint Stipulation of Settlement and Release of Class Action ("Agreement" or "Settlement
2 Agreement") is made and entered into by and between Plaintiff Brandon Goetz ("Plaintiff" or "Class
3 Representative"), as an individual and on behalf of all others similarly situated, and Defendant
4 Dynacorn International, LLC ("Dynacorn" or "Defendant"). Plaintiff and Defendant may be referred to
5 herein as the "Parties," singularly as a "Party," or by their designated names.

6 This Agreement is subject to the approval of the Court, pursuant to California Rules of Court,
7 Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate settlement
8 of the Action on a class-wide basis subject to the following terms and conditions.

9 This Settlement Agreement shall be binding on Plaintiff, the Settlement Class, and the
10 Aggrieved Employees, on the one hand, and Defendant, on the other hand, subject to the terms and
11 conditions hereof and the approval of the Court.

12 RECITALS

13 1. Plaintiff filed his complaint on February 28, 2023 against Defendant in the Ventura County
14 Superior Court. Plaintiff's lawsuit, entitled *Brandon Goetz v. Dynacorn International, LLC*, Case Number
15 No. 56-2022-00575474-CU-OE-VTA ("Action"), sets forth the following class-wide causes of action: (1)
16 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods
17 or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5)
18 failure to provide and maintain complete and accurate records; (6) failure to timely pay wages during
19 employment; (7) failure to timely pay wages after employment; (8) civil penalties under the Labor Code
20 Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (9) Unlawful
21 Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

22 2. Defendant denies all material allegations set forth in the Action and have asserted
23 numerous affirmative and other defenses in response to the Class, PAGA, and individual claims.

24 3. Notwithstanding the foregoing and in the interest of avoiding further litigation, the
25 Parties desire to fully and finally settle all actual or potential class, individual, and PAGA claims as
26 pleaded in the operative Complaint or that could have been pleaded in the operative Complaint and
27 this Action.

28 4. This Settlement Agreement is made and entered into by and between Plaintiff

1 individually and on behalf of all other allegedly similarly situated Aggrieved Employees and Settlement
2 Class Members on the one hand, and Defendant on the other hand. This Settlement Agreement is
3 subject to the terms and conditions hereof, as well as the Court's approval. The Parties expressly
4 acknowledge that this Agreement is entered into solely for the purpose of compromising disputed
5 claims and that nothing herein is an admission of any liability or wrongdoing by Defendant. If, for any
6 reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall
7 be returned to their original respective positions.

8 5. The Parties agree to abide by the terms of the Settlement Agreement in good faith and
9 to support the Settlement Agreement fully and to use their best efforts to defend this Settlement
10 Agreement from any legal challenge, whether by appeal or collateral attack.

11 6. On January 27, 2023 and March 14, 2023, the Parties participated in two days of
12 mediation with David L. Perrault of Judicate West (the "Mediator"), a well-respected mediator in the
13 field of employment law and wage-and-hour class actions. After the second day of mediation, the
14 Parties agreed to the principal terms of a class action and PAGA settlement and entered into a
15 Memorandum of Agreement ("MOA") setting forth those terms, which have now been expanded upon
16 in this Stipulation.

17 7. Class Counsel conducted a significant investigation during the prosecution of the Action.
18 This investigation included, among other things, (a) numerous telephonic and Zoom conferences with
19 Plaintiff; (b) inspection and analysis of numerous payroll and policy documents and other information
20 produced by Plaintiff and Defendant; (c) analysis of the legal positions taken by Defendant; (d)
21 investigation into the viability of class treatment of the claims asserted in the Action; (e) analysis of
22 potential class-wide damages, including information sufficient to understand Defendant's potential
23 defenses to Plaintiff's claims; (f) research of the applicable law with respect to the claims asserted in
24 the Action and the potential defenses thereto; (g) assembling and analyzing of data for calculating
25 damages; (h) conducted telephonic conferences with potential witnesses and obtained declarations
26 from several Class Members, and (i) hired the services of an expert to analyse and prepare Defendant's
27 exposure.

28 8. The extensive informal discovery conducted in this matter, as well as discussions

1 between counsel, have been adequate to give the Class Representative and Class Counsel a sound
2 understanding of the merits of their positions and to evaluate the risks of continued litigation and the
3 value of the Settlement Class's claims. The informal discovery and investigation conducted in this
4 Action and the information exchanged by the Parties through discovery and settlement discussions
5 are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the
6 issues on a fair and equitable basis.

7 9. The settlement discussions before, during, and after mediation were conducted at arm's
8 length and the settlement of the Action is the result of an informed and detailed analysis of
9 Defendant's potential liability in relation to the costs and risks associated with continued litigation.

10 10. Plaintiff and Class Counsel believe that the claims, causes of action, allegations, and
11 contentions asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and
12 acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the
13 Action against Defendant through trial and appeals. Class Counsel has taken into account: 1) the
14 uncertain outcome of the litigation; 2) the risk of continued litigation in complex actions such as this
15 lawsuit; 3) the difficulties and delays inherent in such litigation; 4) the potential difficulty of obtaining
16 certification of the Action; and 5) the potential risk of trying the claims of the class. Class Counsel is
17 mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the
18 Action and litigation of those claims on a class-wide basis.

19 11. Class Counsel believes that the Settlement set forth in this Settlement Agreement
20 confers substantial benefits upon Plaintiff and the Class Members, and that an independent review of
21 this Settlement Agreement by the Court in the approval process will confirm this conclusion. Based on
22 their own independent investigation and evaluation, Class Counsel has determined that the
23 Settlement set forth in the Stipulation is in the best interests of Plaintiff and the Class Members.

24 12. Based on the data and documents produced during informal discovery and in response
25 to Plaintiff's Labor Code sections 226 and 1198.5 records request, Class Counsel's own independent
26 investigation and evaluation, and the Mediator's efforts, Class Counsel believes that Plaintiff's
27 settlement with Defendant for the consideration provided and on the terms set forth in this Settlement
28 Agreement 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 risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, the contested legal and factual issues involved, and potential appellate issues.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

13. “Action” means *Brandon Goetz v. Dynacorn International, LLC*, Ventura County Case Number No. 56-2022-00575474-CU-OE-VTA.

14. “**Aggrieved Employees**” means those Class Members who worked for Defendant within the **PAGA Period**. Based on a review of Defendant’s records, there are 27 Aggrieved Employees.

15. “**Class Counsel’s Fees and Costs**” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of this Action. Class Counsel’s Fees and Costs shall include all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, securing the Court’s approval of the Settlement, responding to any objections to the settlement and appeals arising therefrom, administering the Settlement, and obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will request attorneys’ fees not in excess of one-third of the Maximum Settlement Amount, or up to One-Hundred Thousand Dollars and Zero Cents (\$100,000.00). The Class Counsel’s Fees and Costs will also mean and include the additional reimbursement of Class Counsel’s actual reasonable costs incurred in connection with Class Counsel’s litigation and settlement of the Action, up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00), subject to the Court’s approval. Defendant agrees not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

16. “**Settlement Administrator**” means a third-party class action settlement claims administrator selected by the Parties and approved by the Court for purposes of administering this Settlement. The Parties each represent that they will not select a Settlement Administrator in which either Party has any financial interest or other relationship that could create a conflict of interest.

17. “**Settlement Administration Costs**” means the costs payable from the Maximum

Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the appropriate settlement amounts, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Settlement Administration Costs will be paid from the Maximum Settlement Amount and shall not exceed \$15,000.

18. **“Class Counsel”** means Elliot J. Siegel of King & Siegel LLP and Xavier Villegas of Law Office of Xavier Villegas, APC.

19. **“Class List”** means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within ten (10) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of Defendant or its agents, Class Members’ names; last-known addresses; last-known telephone numbers; last-known email address; social security numbers; start dates of employment; end dates of employment; number of shifts and weeks worked by each Class Member during the Class Period; and the total number of work weeks of all Class Members during the Class Period.

20. **“Class Member(s)”** or **“Settlement Class”** or the **“Class”** means *“all persons who worked at least one shift as a non-exempt employee in the State of California for Defendant from June 11, 2018 through March 14, 2023.”* Based on a review of Defendant’s records, there are 53 Settlement Class Members who worked from the beginning of the Class Period through the date of mediation (March 14, 2023). This representation is a material term for Plaintiff entering into this Stipulation.

21. **“Class Period”** means the period from June 11, 2018 to March 14, 2023. There are approximately 249 weeks in the Class Period and Class Members worked a total of 4,555 weeks during the Class Period.

22. **“Class Representatives”** means Plaintiff Brandon Goetz who will seek to be appointed as the representative for the Settlement Class.

23. **“Class Representative Enhancement Payment”** means the amounts to be paid to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Class Members

1 and negotiating the Settlement. Defendant agrees not to dispute that the Class Representative will be
2 paid, subject to Court approval, up to Five Thousand Dollars and Zero Cents (\$5,000.00) from the
3 Maximum Settlement Amount for his services on behalf of the class, subject to the Court granting Final
4 Approval of this Settlement Agreement and subject to the exhaustion of any and all appeals. Should
5 the Court reduce the Class Representative Enhancement Payment, any such reduction shall revert to
6 the Net Settlement distributed to Participating Class Members.

7 24. **"Court"** means the Superior Court of California, County of Ventura.

8 25. **"Defendant"** means Dynacorn International, LLC.

9 26. **"Effective Date"** means the date on which the settlement embodied in this Settlement
10 Agreement shall become effective and is the date after all of the following events have occurred: (i)
11 this Settlement Agreement has been executed by Plaintiff and Defendant; (ii) the Court has given
12 Preliminary Approval to the Settlement, including approving a provisional Settlement Class; (iii) notice
13 has been given to the putative members of the Settlement Class, providing them with an opportunity
14 to object to the terms of the Settlement or to opt-out of the Settlement; and (iv) *either* (1) the Court
15 has held a formal fairness hearing and, having heard no objections to the Settlement, has given Final
16 Approval to the Settlement, including entering a final order and judgment certifying the Class and
17 approving this Settlement Agreement; or (2) in the event there are oral or written objections filed prior
18 to or at the formal fairness hearing which are not later withdrawn or denied, the later of the following
19 events: (a) five (5) business days after the period for filing any appeal, writ, or other appellate
20 proceeding opposing the Court's Final Approval of the Settlement have elapsed without any appeal,
21 writ, or other appellate proceeding having been filed; or (b) five (5) business days have elapsed
22 following the final and conclusive dismissal or resolution of any appeal, writ, or other appellate
23 proceeding opposing the Settlement, with no right to pursue further appellate remedies or relief.

24 27. **"Individual Class Payment"** means each Participating Class Member's share of the Net
25 Settlement Amount, to be distributed to the Class Members who do not submit a valid Request for
26 Exclusion, to be paid without the need to submit a claim.

27 28. **"Individual PAGA Payment"** means each Aggrieved Employee's pro rata share of the
28 25% of the Labor and Workforce Development Agency Payment allocated to the Aggrieved Employees.

1 29. **“Injunctive Relief”** means Dynacorn’s agreement as part of this Settlement that it shall
2 comply with its obligations to maintain sanitary facilities under California Code of Regulations, tit 8, §
3 3364, in regards to employee bathrooms on its premises (including, without limitation, adequately
4 supplying toilet paper, paper towels, and hand washing soap in working dispensers) and provide all
5 employees access to those facilities within 15 calendar days of the “Effective Date.” This compliance
6 shall be part of the Proposed Order Finally Approving the Settlement to be submitted to the Court as
7 part of the approval process. Upon notice of any potential violation of this provision, Dynacorn will
8 have 15 calendar days to cure the violation.

9 30. **“Labor and Workforce Development Agency Payment”** means the amount that the
10 Parties have agreed that Dynacorn will pay in connection with Plaintiff’s Labor Code Private Attorneys
11 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”)) cause of action. The Parties have agreed
12 that Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) of the Maximum Settlement Amount
13 will be allocated to the resolution of the Aggrieved Employees’ claims arising under PAGA (“PAGA
14 Settlement Amount”). Pursuant to PAGA, Seventy-Five Percent (75%), or Twenty-Six Thousand Two-
15 Hundred Fifty Dollars and Zero Cents (\$26,250.00), of the PAGA Settlement Amount will be paid to the
16 California Labor and Workforce Development Agency (“LWDA”), and Twenty-Five Percent (25%), or
17 Eight Thousand Seven-Hundred Fifty Dollars and Zero Cents (\$8,750.00), of the PAGA Settlement
18 Amount will be paid to the Class Members, as allegedly Aggrieved Employees, as part of the Net
19 Settlement Amount.

20 31. **“Maximum Settlement Amount”** means the maximum settlement amount of Three-
21 Hundred Thousand Dollars and Zero Cents (\$320,000.00) to be paid by Defendant in full satisfaction
22 of all claims arising from the Action. The Maximum Settlement Amount shall include all Individual Class
23 Payments to Participating Class Members, Individual PAGA Payments, the Class Representative
24 Enhancement Payment, Settlement Administration Costs to the Settlement Administrator, the Labor
25 and Workforce Development Agency Payment, and the Class Counsel’s Fees and Costs. Defendant
26 agrees that it is responsible for employer-side payroll taxes, which are not included in the Maximum
27 Settlement Amount and are to be paid in addition to the Maximum Settlement Amount. The Maximum
28 Settlement Amount is non-reversionary.

32. **“Net Settlement Amount”** means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payments, Settlement Administration Costs, Labor and Workforce Development Agency Payment, and Class Counsel’s Fees and Costs. The Net Settlement Amount will be distributed to Participating Class Members.

33. **“Notice of Objection”** means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, telephone number, and the last four digits of the objector’s social security number, (b) the dates the objector was employed by Dynacorn in California, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

34. **“Notice Packet”** or **“Notice”** means the Notice of Class Action Settlement and Share Form, substantially in the form attached as **Exhibit A**.

35. **“PAGA Period”** shall run from April 5, 2021 to March 14, 2023, whichever is earlier. There are approximately 51 regular pay periods in the PAGA Period and Aggrieved Employees worked a total of 903 pay periods in the PAGA Period.

36. **“Parties”** means Plaintiff and Defendant, collectively.

37. **“Participating Class Members”** means all Class Members who do not submit valid and timely Requests for Exclusion.

38. **“Plaintiff”** or **“Named Plaintiff”** or **“Class Representative”** means Brandon Goetz.

39. **“Plaintiff’s Individual Claims Payment”** means the amount to be paid to Plaintiff in satisfaction of his individually plead claims in the operative Complaint, including claims for violation of California sick leave laws, unlawful retaliation, and wrongful termination. The amount to be paid to Plaintiff in full release of his individual claims is \$25,000. This amount does not include his Enhancement Payment or his Individual Class Payment. Class Counsel’s investigation has substantiated Plaintiff’s individual claims and Class Counsel believe they have independent merit.

40. **“Preliminary Approval”** means the Court order granting preliminary approval of the Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

41. **“Final Approval”** means the Court granting final approval of the Settlement and

entering final judgement in an order in substantially the same form as the order attached as **Exhibit C**.

42. **"Released Claims"** means all claims pled in the Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA letter, including but not limited to all of the following claims for relief: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or premium pay in lieu thereof, (4) failure to provide rest periods or premium pay in lieu thereof, (5) failure to reimburse necessary business expenses (6) failure to provide accurate itemized wage statements, (7) failure to pay wages when due or at the end of employment, (8) civil penalties under the Private Attorneys General Act ("PAGA"), and (9) unfair business practices. It is the intent of the Parties that the judgment entered by the Court upon Final Approval of the Settlement shall have *res judicata* and/or collateral estoppel effect and be final and binding upon Plaintiff and all Participating Class Members regarding all of the Released Claims.

43. **"Release Period"** means the period from June 11, 2018 to March 14, 2023.

44. **"Released PAGA Claims"** means the claims being released by Aggrieved Employees and the LWDA for PAGA penalties that were alleged in the Operative Complaint and PAGA Notice.

45. **"Released Parties"** shall mean Defendant Dynacorn International, LLC, its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its: (i) predecessors, successors, and assigns; and (ii) current and former agents, including but not limited to, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all other claiming through and by any of them.

46. **"Request for Exclusion"** means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member received the Notice, does not wish to participate in the Settlement, and wants to be excluded from the Settlement; (d) be returned by first class mail or equivalent to the Settlement Administrator at the specified address; and, (e) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request

1 for Exclusion has been timely submitted. A Class Member who does not request exclusion from the
2 Settlement will be deemed a Participating Class Member and will be bound by all terms of the
3 Settlement, if the Settlement is granted Final Approval by the Court.

4 47. **“Response Deadline”** means the deadline by which Class Members must postmark to
5 the Settlement Administrator valid Share Forms, Requests for Exclusion, or file and serve objections
6 to the Settlement. The Response Deadline will be thirty (30) calendar days from the initial mailing of
7 the Notice Packet by the Settlement Administrator, unless the 30th day falls on a Sunday or federal
8 holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal
9 Service is open. The Response Deadline for Objections or Requests for Exclusion will be extended
10 fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement
11 Administrator, unless the 15th day falls on a Sunday or federal holiday, in which case the Response
12 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
13 Deadline may also be extended by express agreement between Class Counsel and Defendant. Under
14 no circumstances, however, will the Settlement Administrator have the authority to extend the
15 deadline for Class Members to submit a Request for Exclusion, or objection to the Settlement other
16 than as provided herein.

17 48. **“Settlement”** or **“Stipulation”** means the Parties’ agreement to resolve the Action on
18 terms and conditions as set forth in this Settlement Agreement.

19 49. **“Workweeks”** means the number of weeks worked by each Class Member as a non-
20 exempt employee during the Class Period. Workweeks are determined by calculating the number of
21 days each Class Member worked during the Class Period and dividing by seven (7). Class Members’
22 Workweeks shall be calculated to the nearest hundredth of a full workweek.

CLASS CERTIFICATION

50. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. If the Settlement is not approved by the Court, Defendant retains all rights and opportunities to contest class certification on all issues in the Action. More specifically, the Parties stipulate and agree for purposes of this Settlement only that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

b. There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendant had a common policy and/or practice of rounding non-exempt employees' time records to the detriment of those employees;

ii. Whether Defendant unlawfully and/or willfully failed to compensate Plaintiff and Class Members at a minimum wage for all hours worked as a result of its rounding policies;

iii. Whether Defendant unlawfully and/or willfully failed to compensate Plaintiff and Class Members required overtime wages as a result of its rounding policies;

iv. Whether Defendant had a common policy and/or practice by which they implemented an "auto-deduct" of 30 minutes for employees for meal periods regardless of whether employees took a meal period or its actual length;

v. Whether Defendant's auto-deduct policy and practice unlawfully deprives employees of wages earned;

vi. Whether Defendant had a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

vii. Whether Defendant unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

viii. Whether Defendant paid Plaintiff and Class Members all required premium wages for non-compliant meal and/or rest periods;

ix. Whether Defendant had a common policy and/or practice of failing to maintain accurate payroll records in the State of California;

x. Whether Defendant unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;

xi. Whether Defendant had a policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

xii. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

xiii. Whether Defendant had a policy and/or practice of failing to timely pay wages during employment in violation of Labor Code §§ 204, 210.

xiv. Whether Defendant had a policy and/or practice of failing to pay Plaintiff and Class Members final wages owed upon termination;

xv. Whether Defendant unlawfully and/or willfully failed to promptly pay compensation due to Plaintiff and Class Members upon termination of employment in violation of Labor Code §§ 201, 202, and 203;

xvi. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief;

xvii. Whether Defendant violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by violating the above provisions of law; and

xviii. Whether Defendant violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by treating Plaintiff and Class Members unfairly by depriving them of rest and/or meal periods, failing to provide them with compensation in lieu of meal and/or rest periods, failing to pay wages upon termination, failing to furnish accurate and timely itemized wage statements upon payment of wages, and failing to pay all compensation due upon discharge.

1 c. That the Class Representative's claims are typical of the claims of the members of the
2 Settlement Class.

3 d. That the Class Representative and Class Counsel will fairly and adequately protect the
4 interests of the Settlement Class.

5 e. That the prosecution of separate actions by individual members of the Settlement Class
6 would create the risk of inconsistent or varying adjudications, which would establish incompatible
7 standards of conduct.

8 f. That questions of law and fact common to the members of the Settlement Class
9 predominate over any questions affecting any individual member in such Class, and that a class action
10 is superior to other available means for the fair and efficient adjudication of the controversy.

11 g. The Parties agree that this stipulation regarding class certification is for the sole purpose
12 of facilitating settlement approval. Should the Court ultimately deny settlement approval, the Parties
13 agree that Defendant maintains and has the right to contend that class certification, for all the issues
14 enumerated herein, is improper based upon all defenses available to Defendant prior to execution of
15 this Stipulation.

16 **TERMS OF AGREEMENT**

17 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
18 forth herein, the Parties agree, subject to the Court's approval, as follows:

19 51. Funding of the Maximum Settlement Amount. Within ten (10) calendar days after the
20 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the
21 amounts to be paid by Dynacorn pursuant to the terms of the Settlement. The Settlement will then be
22 funded in the following three payments:

- 23 • Within ten (10) days within ten days of execution of this Stipulation, Defendant will
24 make the first deposit required deposit of the Maximum Settlement Amount in the
25 amount of \$100,000 ("First Installment");¹

26 _____
27 ¹ This payment shall be deposited into a Qualified Settlement Fund to be established by the
28 Settlement Administrator to be held in trust pending final approval of this Settlement. Should final
approval of this settlement not be granted for any reason, Defendant shall be entitled to return of this
deposit within 30 days of such event.

- Within fifteen (15) days after the Effective Date, Defendant will make the second required deposit of the Maximum Settlement Amount in the amount of \$100,000 ("Second Installment"); and
- Within one-hundred and five (105) days after the Effective Date, Defendant will make the third required deposit of the Maximum Settlement Amount in the amount of \$120,000 *plus* the employer portion of all applicable payroll taxes ("Third Installment").

52. Within ten (10) calendar days of the funding of the Second Installment, the Settlement Administrator will issue payments to: (a) Class Representative; and (b) Class Counsel. Within ten (10) calendar days of the funding of the Third Installment, the Settlement Administrator will issue payments to the Participating Class Members, the Labor and Workforce Development Agency, and the Settlement Administrator.

53. Class Counsel's Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Class Counsel's Fees and Costs of up to one-third of the Maximum Settlement Amount, or \$100,000.00, plus the reimbursement of actual reasonable costs and expenses incurred in connection with Class Counsel's litigation and settlement of the Action, up to Fifteen Thousand Dollars and Zero Cents (\$15,000), both of which will be paid from the Maximum Settlement Amount.

54. Class Representative Enhancement Payment. In recognition of his efforts and work in prosecuting the Action on behalf of Class Members and the Aggrieved Employees and in negotiating the Settlement, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to a total of Five Thousand Dollars and Zero Cents (\$5,000.00) to the Class Representative, subject to the Court's approval. The Class Representative Enhancement Payment, which will be paid from the Maximum Settlement Amount, is in addition to the payment to which he is entitled as Settlement Class Member or is entitled to as part of Plaintiff's Individual Class Payment. The Class Representative agrees to execute a general release of all claims, including a waiver of California Civil Code § 1542, against Defendant in exchange for his Enhancement Payment, which this Stipulation includes. The Settlement Administrator will issue an IRS Form 1099 for the Enhancement Payment to the Class Representative, and the Class Representative shall be solely

1 and legally responsible for correctly characterizing this compensation for tax purposes and for paying
2 any taxes on the amount received. Should the Court reduce the Class Representative Enhancement
3 Payment, any such reduction shall revert to the Net Settlement distributed to Participating Class
4 Members.

5 55. Plaintiff's Individual Claims Payment. In exchange for a general release and in
6 satisfaction of his individual claims pled in the Complaint, Defendant agrees to pay Plaintiff the sum of
7 Twenty-Five Thousand Dollars \$25,000.00, which will be paid from the Maximum Settlement Amount.
8 This payment will be in addition to the payment to which he is entitled as Settlement Class Member
9 and any Enhancement Payment paid pursuant to the Settlement. This amount does not include his
10 Enhancement Payment or his Class Member Settlement Payment.

11 56. Class Counsel's investigation has substantiated Plaintiff's individual claims and Class
12 Counsel believe they have independent merit from the Class' claims and has agreed that this payment
13 is fair and reasonable in light of that determination.

14 57. Plaintiff agrees to execute a general release of all claims, including a waiver of California
15 Civil Code § 1542, against Defendant for this payment, which this Stipulation includes. The Settlement
16 Administrator will issue an IRS Form 1099 for the enhancement payment to the Class Representative,
17 and the Class Representative shall be solely and legally responsible for correctly characterizing this
18 compensation for tax purposes and for paying any taxes on the amount received.

19 58. Settlement Administration Costs. The Settlement Administrator will be paid for the
20 reasonable costs of administration of the Settlement and distribution of payments from the Maximum
21 Settlement Amount, which is capped at no more than \$15,000.00. These costs, which will be paid from
22 the Maximum Settlement Amount, will include, for instance, costs incurred for the required tax
23 reporting on the Individual Class Payments, the issuing of W-2 and 1099 IRS Forms, distributing the
24 Notice Packet, calculating Class Members' workweeks, and calculating and distributing the Maximum
25 Settlement Amount and Class Counsel's Fees and Costs, and providing necessary reports and
26 declarations.

27 59. Labor and Workforce Development Agency Payment. Subject to Court approval, the
28 Parties agree that the amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) of the

Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Twenty-Six Thousand Two-Hundred Fifty Dollars and Zero Cents (\$26,250.00), will be paid to the LWDA, and Twenty-Five Percent (25%), or Eight Thousand Seven-Hundred Fifty Dollars and Zero Cents (\$8,750.00), will be distributed to Participating Class Members, as allegedly Aggrieved Employees, as part of the Net Settlement Amount. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

60. Net Settlement Amount. "Net Settlement Amount" shall mean the Maximum Settlement Amount *minus* Settlement Administration Costs, Class Counsel's Fees and Costs, Class Representative Enhancement Payment, and the portion of the Labor and Workforce Development Agency Payment that will be paid to the LWDA.

61. Settlement Administration Cost Decreases. Any portion of the estimated or designated Settlement Administration Costs which are not required to fulfill the total Settlement Administration Costs will become part of the Net Settlement Amount.

62. Individual Class Payment and Individual PAGA Payment Calculations. Individual Class Payments will be calculated and apportioned from the Net Settlement Amount based on the Workweeks a Participating Class Member worked during the Class Period. Specific calculations of Individual Class Payments will be made as follows:

a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's possession, custody, or control.² Workweeks are determined by calculating the number of days each Class Member worked during the Class Period, dividing by seven (7). Class Members' Individual Workweeks shall be calculated to the nearest hundredth of a full workweek.

b. The Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement

² Defendant's Workweek data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

1 Class Member during the Class Period.

2 c. The respective Workweeks for each Settlement Class Member will be divided by
3 the total Workweeks for each Settlement Class Member, resulting in the Payment Ratio for
4 each Settlement Class Member.

5 d. Each Settlement Class Member's Payment Ratio will then be multiplied by the
6 Net Settlement Amount to calculate each Settlement Class Member's estimated Individual
7 Class Payments.

8 e. Using the Class Data, the Settlement Administrator will calculate the total
9 number of pay periods in the PAGA Period and will divide each Class Member's individual
10 number of eligible pay periods in the PAGA Period to determine their pro rata portion of the
11 portion of the PAGA payment allocated to Aggrieved Employees. A Class Member's pay periods
12 shall be calculated to the nearest hundredth of a full workweek.

13 63. Limited Confidentiality. The Parties agree not to issue press releases, communicate
14 with, or respond to, any media or publication entities concerning the Settlement, including the fact of
15 the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to final
16 approval and Entry of Judgment, except as required by law or as shall be contractually required to
17 effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Class
18 Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with
19 Class Members and/or (ii) in court filings, including in their respective firm resumes, and/or (iii) in all
20 necessary motions and supporting memoranda related to preliminary and final approval of the
21 Settlement or for other class action settlements. This provision also does not limit Class Counsel (i)
22 from complying with ethical obligations; or (ii) from posting a neutral description of publicly available
23 facts regarding the Settlement, provided that such posting does not expressly identify Defendant by
24 name.

25 64. Class Member Communications. Defendant will instruct its officers, directors, and
26 exempt managers that that, should they be contacted by Class Members or persons who believe they
27 may be Class Members in relation to this Agreement, such officers, directors, and exempt managers
28 should make no comment except by directing the employees to Defendant's administrators, who will

1 be instructed to direct such Class Members to the Settlement Administrator and the Class Notice, or
2 Class Counsel, and to provide such Class Members with contact information for the Settlement
3 Administrator and Class Counsel. Defendant agrees not to discourage or prevent Class Members from
4 exercising any of their rights or obligations pursuant to this Agreement. At no time will any of the
5 Parties or their counsel take any action to encourage, support, require, or induce Class Members to
6 object to the Settlement Agreement, opt-out from the Settlement, or appeal from the Order and
7 Judgment.

8 65. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class Payments to
9 Participating Class Members shall be deemed to be paid to such Participating Class Members solely in
10 the year in which such payments are received by the Participating Class Members. It is expressly
11 understood and agreed that the receipt of such Individual Class Payments will not entitle any
12 Participating Class Member to additional compensation or benefits under any company bonus,
13 commission, or other compensation or benefit plan or agreement in place during the period covered
14 by the Settlement, nor will it entitle any Participating Class Member to any increased retirement, 401K
15 benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties to this
16 Settlement that the Individual Class Payments provided for in this Settlement are the sole payments
17 to be made by Dynacorn to the Participating Class Members, and that the Participating Class Members
18 are not entitled to any new or additional compensation or benefits as a result of having received the
19 Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit
20 or compensation plan document that might have been in effect during the period covered by this
21 Settlement).

22 66. Settlement Administration Process. The Parties agree to cooperate in the
23 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
24 and expenses incurred in administration of the Settlement.

25 67. Delivery of the Class List. Within ten (10) calendar days of Preliminary Approval,
26 Defendant will provide the Class List to the Settlement Administrator. The Class List provided by
27 Defendant to the administrator as part of the administration process shall also the start and ends dates
28 of employment for Class Members, as well as Defendant's best estimates of workweeks worked by

each Class Member.

68. Notice by First-Class U.S. Mail. Within ten (10) calendar days following receipt of the Class List, the Settlement Administrator will mail a Notice Packet, substantially in the form attached hereto as **Exhibit A**, to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) each Class Member's estimated Individual Class Payment and the formula for calculating Individual Class Payments; (e) the dates which comprise the Class Period; (f) instructions on how to submit valid Requests for Exclusion or objections; (g) the deadlines by which the Class Member must fax or postmark Requests for Exclusions or file and serve objections to the Settlement; (h) the claims to be released, as set forth herein; and (i) the date for the Final Approval Hearing.

69. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of: (a) an additional fifteen (15) calendar days; or (b) the Response Deadline to fax or postmark a Request for Exclusion, or file and serve an objection to the Settlement.

70. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

71. Disputed Information on Notice Packets. Class Members will have an opportunity to

1 dispute the information provided in their Notice Packets. To the extent Class Members dispute the
2 number of weeks he/she worked during the Class Period, or the amount of their Individual Class
3 Payment, Class Members may produce evidence to the Settlement Administrator showing that such
4 information is inaccurate. Any disputes, along with supporting documentation, must be postmarked
5 on or before the Response Deadline. Absent evidence rebutting Defendant's records, Defendant's
6 records will be presumed determinative. However, if a Class Member produces evidence to the
7 contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member in
8 consultation with Class Counsel and counsel for Defendant and will make the final decision as to the
9 Individual Class Payment to which the Class Member may be entitled with input from Class and
10 Defense Counsel. This determination shall be binding on the Class Member.

11 72. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
12 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
13 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope
14 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
15 All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to
16 Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. Any
17 Class Member who submits a Request for Exclusion shall be prohibited from objecting to the
18 Settlement Agreement.

19 73. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who
20 does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
21 for Exclusion will be bound by all of the terms of the Settlement Agreement, including those pertaining
22 to the Released Claims, as well as any Judgment that may be entered by the Court if it grants Final
23 Approval to the Settlement.

24 74. Objection Procedures. To object to the Settlement Agreement, a Class Member must
25 file a valid Notice of Objection with the Settlement Administrator on or before the Response Deadline.
26 The Settlement Administrator shall serve all objections as received on Class Counsel and Defendant's
27 Counsel. It shall not be a breach of this Agreement for Class Counsel to file the Objections with the
28 Court per the Court's instruction, local rules, or as otherwise required for approval of this Settlement

1 Agreement. The Notice of Objection shall be signed by the Class Member and contain all information
2 required by this Settlement Agreement. The postmark date of the filing and service will be deemed
3 the exclusive means for determining that the Notice of Objection is timely. Class Members may also
4 raise objections orally at the Final Fairness and Approval hearing, whether or not they previously
5 submitted a valid Notice of Objection. At no time will any of the Parties or their counsel take any action
6 to encourage, support, or induce Class Members to object to the Settlement Agreement, opt-out from
7 the Settlement, or appeal from the Order and Judgment. Class Counsel will not represent any Class
8 Members with respect to any such objections to this Settlement.

9 75. Certification Reports Regarding Individual Class Payment Calculations. The Settlement
10 Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a)
11 the number of Class Members who have submitted valid Requests for Exclusion; and (b) whether any
12 Class Member has submitted a challenge to any information contained in their Claim Form or Notice
13 Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
14 reports regarding the administration of the Settlement Agreement as needed or requested. No later
15 than 30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval
16 and Fairness Hearing, the Settlement Administrator will compile and deliver to Class Counsel and
17 Defense Counsel a declaration with summary information of the Notice process, including but not
18 limited to: (a) the total amount of final Individual Class Payments of each Settlement Class Member;
19 (b) the number of Settlement Class Members to receive such payments; (c) the final number of
20 requests for exclusion/Opt-Outs and objections; (d) the Settlement Administrator's qualifications for
21 administration; and (e) an explanation of the steps taken to implement the Notice process as set forth
22 in this Agreement.

23 76. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to
24 Participating Class Members will be negotiable for 120 calendar days from the date the check was
25 issued (the "Void Date"). For any Class Member whose Individual Class Payment check or Individual
26 PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit
27 the funds represented by such checks to a Court-approved non-profit organization or foundation
28 consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient").

1 77. The Cy Pres Recipient shall be the California Bar's Justice Gap Fund. The Parties
2 represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres
3 Recipient.

4 78. Certification of Completion. Upon completion of administration of the Settlement, the
5 Settlement Administrator will provide a written declaration under oath to certify such completion to
6 the Court and counsel for all Parties.

7 79. Treatment of Individual Class Payments. All Individual Class Payments will be allocated
8 as follows: of each Individual Class Payment, 33% will be allocated as alleged unpaid wages, 33% will
9 be allocated as alleged unpaid civil penalties, and 34% will be allocated as alleged unpaid interest. The
10 percentage of each Individual Class Payment allocated as wages will be reported on an IRS Form W-2
11 by the Settlement Administrator. The remaining percentage of each Individual Class Payment shall be
12 allocated as interest, penalties, and reimbursement, and will be reported on an IRS Form-1099 by the
13 Settlement Administrator.

14 80. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
15 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2,
16 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement.
17 Within five (5) business days after the Effective Date, the Settlement Administrator will provide the
18 Parties with an accounting of the amounts to be paid by Dynacorn pursuant to the terms of the
19 Settlement, including the amount of the employer contribution for payroll taxes to be paid by
20 Dynacorn.

21 81. Tax Liability. The Parties acknowledge that no tax advice has been offered or given by
22 any other Party, their attorneys, agents, or any other representatives, in the course of these
23 negotiations, and that each Party is relying upon the advice of his/its own tax consultant with regard
24 to any tax consequences that may arise as a result of the execution of this Agreement. The Class
25 Representatives and Class Counsel acknowledge that they may be required to submit a Form W-9, and
26 the Class Representatives, Class Members, and Class Counsel acknowledge that the Settlement
27 Administrator may be required to issue a Form 1099 or other tax form reporting the consideration
28 flowing to the Class Representatives, Class Members, and Class Counsel under this agreement to the

Internal Revenue Services and/or other taxing authority. Nothing herein shall obligate the Class Representatives, Class Members, and Class Counsel to pay, indemnify, or otherwise assume responsibility for any taxes that would be owed by Defendant in the first instance or as a result of any re-classification of the treatment of the payments, such as, for example, employer-side payroll contributions.

82. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL 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 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT 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 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

83. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

84. Release of Claims by Class Members. Upon the Effective Date, the Settlement Class and

each Participating Class Member, fully releases and discharges the Released Parties for the Released Claims for the Class Period. Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that their Individual Class Payment constitutes payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Class Payment.

85. Plaintiff's Released Claims. In addition to the Participating Class Members' Released Claims described above, in exchange the consideration provided in his Individual Claims Payment, Plaintiff releases, acquits, and discharges and covenants not to sue any of the Released Parties for any claim, whether known or unknown, which he has ever had, or hereafter may claim to have, arising on or before the date they sign this Stipulation, including without limitation to, any claims relating to or arising out of any aspect of his relationship with Defendant, or the termination of that relationship, including Plaintiff's ninth cause of action for unlawful retaliation, any claims for unpaid compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*, or any state, county, or city law or ordinance regarding wages or compensation; any claims for employee benefits including without limitation, any claims under the Employment Retirement Income Security Act of 1974; any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county, or city law or ordinance regarding employment discrimination. Plaintiff acknowledges and agrees that the foregoing general release is given in exchange for the consideration provided to him under this Stipulation by Defendant in the form of his Individual Claims Payment. This greater Release agreed to by Plaintiff shall only become binding and effective if the Court finally approves the payment of Plaintiff's Individual Claims Payment. This release shall not apply to any claim for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

86. Plaintiff expressly waives any rights or benefits available to him under the provisions of 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.

Plaintiff understands fully the statutory language of Civil Code Section 1542 and, with this understanding, nevertheless elects to, and does, assume all risks for claims that have arisen, whether known or unknown, which he had, or hereafter may claim to have, arising on or before the date of his signature to this Stipulation, and specifically waives all rights he may have under the California Civil Code section 1542.

87. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to the fairness, adequacy, and reasonableness of the Settlement Agreement. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order for:

a. Scheduling a fairness hearing on the question of whether the proposed Settlement, including but not limited to, payment of Class Counsel's fees and costs, and the Class Representative Enhancement Payments, should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;

b. Preliminarily Certifying a Settlement Class;

c. Approving, as to form and content, the proposed Notice;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice;

e. Directing the mailing of the Notice, by first class mail to the Class Members; and

f. Giving Preliminary Approval to Settlement subject to final review by the Court.

88. Duties of the Parties Following Preliminary Court Approval. Following Preliminary Approval by the Court of the Settlement provided for in this Settlement Agreement and Notice to the Class, Class Counsel will submit a proposed final order of approval and judgment for:

- 1 a. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and
2 adequate, and directing consummation of its terms and provisions;
- 3 b. Approval of Class Counsel's application for an award of attorneys' fees and costs;
- 4 c. Approval of the Class Representative Enhancement Payments to the Class
5 Representatives;
- 6 d. Approval of the Settlement Administration Costs of the Settlement Administrator; and
- 7 e. That judgment be entered in this Action.

8 89. Rescission of Settlement Agreement (by Defendant). If more than ten percent (10%) of
9 the Class Members opt-out of the Settlement by submitting Requests for Exclusion, Defendant may,
10 at their option, rescind and void the Settlement and all actions taken in furtherance of it will thereby
11 be null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel within
12 fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number
13 of Requests for Exclusion received by the Response Deadline. If the option to rescind is exercised,
14 Defendant shall be solely responsible for all costs of the Settlement Administrator accrued to that
15 point.

16 90. Escalator Clause. Dynacorn has represented that there are 53 Class Members who
17 worked from the beginning of the Class Period through the date of mediation (March 14, 2023).
18 Plaintiff has relied upon this material representation in entering into this MOA. Should the actual
19 number of Class Members who worked within the Release Period increase to 58 or above, the MSA
20 shall increase proportionately for each additional Class Member.

21 91. Adjustments to Components of Maximum Settlement Amount. This Agreement
22 contemplates those future adjustments to the amounts of components of the Maximum Settlement
23 Amount listed above may be necessary and/or may be ordered by the Court. Any such future
24 adjustments shall be made only by written stipulation of the Parties or by an order of the Court. For
25 the avoidance of doubt, this Paragraph does not apply to the Escalator Clause above.

26 92. Nullification of Settlement Agreement. In the event that: (a) the Court does not issue
27 final approval of the Settlement as provided herein; or (b) the Settlement does not become final for
28 any other reason, then this Settlement Agreement, and any documents generated to bring it into

effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. In such event, if the Court rejects the Settlement despite the Parties' best efforts, Defendant shall be liable for all Settlement Administration costs incurred.

93. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed Notice of Class Action Settlement document, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval. Defendant agrees not to oppose the Motion for Preliminary Approval.

94. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines for Class Members to submit Requests for Exclusion, or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the Labor and Workforce Development Agency Payment; (d) the Class Counsel's Fees and Costs; (e) the Class Representative Enhancement Payment; (f) all Settlement Administration Costs; and (g) the Dynacorn's share of payroll taxes for wages paid in connection with the Individual Class Payments. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval, including responding to any objections and appeals arising therefrom. Class Counsel will also draft the attorneys' fees and costs application to be heard at the Final Approval hearing. Defendant agrees not to oppose the Motion for Final Approval.

95. Termination of Settlement. Subject to the obligation(s) of cooperation set forth herein,

any Party may terminate this Settlement if the Court declines to enter the Preliminary Approval Order, the Final Approval Order, or final judgment in substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not become final because of appellate court action. The Terminating Party shall give to all other Parties (through his/its counsel) written notice of his/its decision to terminate this Agreement no later than ten (10) business days after receiving notice that one of the enumerated events has occurred. Termination of this Agreement shall have the following effects:

a. The Settlement Agreement 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 is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member or Class Counsel. The Terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order, and Judgment, including any order of class certification, shall be vacated;

d. The Settlement Agreement 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 in the Action prior to the Settlement;

e. Neither this Stipulated 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.

96. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment pursuant to California Code of Civil Procedure section 664.6 to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

1 97. Other Actions Enjoined. Defendant shall have the right to request, and Plaintiff and his
2 Counsel will not oppose, that the Court enter an order which provides that pending Final Approval,
3 Class Members who do not opt-out of the Settlement are barred from instituting or prosecuting any
4 claims or actions against the Released Parties which fall within the definition of the Released Claims,
5 and that any pending actions against the Released Parties, whether in court or arbitration, are stayed
6 on an interim basis only as to any claims which fall within the definition of the Released Claims.

7 98. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
8 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
9 Any Exhibits to this Agreement are an integral part of the Settlement.

10 99. Entire Agreement. This Settlement Agreement, the general release of all claims by the
11 Class Representative, and any attached Exhibits constitute the entirety of the Parties' settlement
12 terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the
13 Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil
14 Procedure section 1856(a), which provide that a written agreement is to be construed according to its
15 terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
16 extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this
17 Agreement.

18 100. Amendment or Modification. This Settlement Agreement may be amended or modified
19 only by a written instrument signed by the named Parties or their successors-in-interest.

20 101. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate this
22 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
23 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
24 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
25 counsel will cooperate with each other and use their best efforts to effectuate the implementation of
26 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
27 needed to implement the Settlement, or on any supplemental provisions that may become necessary
28 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve

1 such disagreement.

2 102. Signatories. It is agreed for the purposes of this Settlement Agreement only that
3 because the members of the Class are so numerous, it is impossible or impractical to have each
4 member of the Class execute this Settlement Agreement. The Notice, attached hereto as Exhibit A,
5 will advise all Class Members of the binding nature of the release, and the release shall have the same
6 force and effect as if this Settlement Agreement were executed by each member of the Class.

7 103. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
8 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9 104. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
10 be governed by and interpreted according to the laws of the State of California.

11 105. Execution and Counterparts. This Settlement Agreement is subject only to the execution
12 of all Parties. The Agreement may be executed in one or more counterparts either by ink or electronic
13 signature. All executed counterparts and each of them, including electronic, facsimile, and scanned
14 copies of the signature page, will be deemed to be one and the same instrument.

15 106. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
16 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action. The Parties further
17 agree that they have arrived at this Settlement after arm's-length negotiations and in the context of
18 adversarial litigation, taking into account all relevant factors, present and potential. The Parties further
19 agree that they and their respective counsel have conducted informal discovery, including but not
20 limited to per-shift time keeping data, payroll data, and evidence of pay and timekeeping policies, and
21 that the investigation conducted by the Parties was sufficient to satisfy the criteria for court approval
22 set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
23 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). The Parties further acknowledge that
24 they are each represented by competent counsel and that they have had an opportunity to consult
25 with their counsel regarding the fairness and reasonableness of this Agreement.

26 107. Additional Confirmatory Discovery. Defendant shall also not object to Class Counsel
27 being provided with the Class List after preliminary approval is granted, without any social security
28 number for Defendant's or the agency employees. Plaintiff's counsel agrees to treat the personal

1 contact information as strictly confidential.

2 108. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
3 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
4 consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid
5 and enforceable.

6 109. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
7 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms
8 herein. For good and valuable consideration, Plaintiff further agrees that he will not request to be
9 excluded from the Settlement Agreement, nor object to any terms herein. Any such request for
10 exclusion or objection by Plaintiff will be void and of no force or effect. Any efforts by Plaintiff to
11 circumvent the terms of this paragraph will be void and of no force or effect.

12 110. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
13 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
14 appeal any reduction in the Class Counsel's Fees and Costs below the amount requested from the
15 Court but must inform Defense Counsel and the Class Administrator of any intent to appeal prior to
16 the distribution of any funds from the Class Administrator to any Settlement Class Members or any
17 other Parties. Any Party may terminate this Settlement or appeal any Court order which is not in
18 substantially the form submitted by the Parties.

19 111. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute
20 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
21 entering into this Agreement, Defendant does not admit, and specifically deny, they have violated any
22 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
23 or any other applicable laws, regulations, or legal requirements; breached any contract; violated or
24 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
25 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor
26 any of the negotiations connected with it, shall be construed as an admission or concession by
27 Defendant of any such violations or failures to comply with any applicable law. The Parties agree that
28 there exists a bona fide dispute as to whether any compensation is actually due to Plaintiff, the

putative class, and PAGA Members, and if so, the amount thereof, and no legal determinations have been made with respect to the legal claims bought in the Action and resolved in this Settlement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

112. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

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

114. Enforcement Actions. In the event that one or more of the Parties institute any legal action, motion, petition, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

115. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

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

117. All Terms Subject to Final Court Approval. All amounts and procedures described in this

Settlement Agreement herein will be subject to the Court's Final Approval.

118. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be transmitted to a Party via email:

To Plaintiff and the Settlement Class:

Elliot J. Siegel
elliot@kingsiegel.com
KING & SIEGEL LLP
724 S. Spring Street, Suite 201
Los Angeles, California 90014

Xavier Villegas
xavier@xaviervillegaslaw.com
LAW OFFICE OF XAVIER VILLEGAS, APC
2800 Camino Dos Rios, Suite 101A
Newbury Park, California 91320

To Defendant:

Kevin S. Wattles
kwattles@slfesq.com
Rachael L. Marko
rmarko@slfesq.com
**SOLTMAN, LEVITT, FLAHERTY
& WATTLES LLP**
90 E. Thousand Oaks Blvd., Suite 300
Thousand Oaks, CA 91360
Telephone: (805) 497-7706
Facsimile: (805) 497-1147

119. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

120. Binding Agreement. The Parties warrant that: 1) they understand and have full authority to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable and binding on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set forth
3 below:

4
5
6 **SIGNATURES**

7 **READ CAREFULLY BEFORE SIGNING**

9 **PLAINTIFF:** Brandon Goetz

10 Dated: 04/15/2023

11 
12 Brandon goetz (Apr 15, 2023 20:21 CDT)
13 Brandon Goetz

14 **DEFENDANT:** Dynacorn International, LLC

15 Dated: 4/18/2023

16 By: 
17 04E2FBA47443418...

18 Its: Chief Operating Officer

Exhibit A

<<Employee Name>>

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT
APPROVAL**

Brandon Goetz v. Dynacorn International, LLC
Superior Court of the State of California, Ventura County
Case No. 56-2022-00575474-CU-OE-VTA

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because you may be eligible to receive money from a class action lawsuit (“Action”) against Dynacorn International, LLC (referred to herein after as “Dynacorn”) for wage and hour violations.

The Action was filed by a former Dynacorn employee, Brandon Goetz (“Plaintiff”) and seeks compensation of (1) back wages and premium pay for a class of non-exempt California employees who worked at least one shift for Dynacorn during the Class Period (*i.e.*, June 11, 2018 through March 14, 2023) (“Class Members”); and (2) penalties under the California Private Attoreny General Act (“PAGA”) for all non-exempt employees who worked for Dynacorn during the PAGA Period (April 5, 2021 through March 14, 2023) (“PAGA Members”).

On [REDACTED], the Honorable Henry Walsh of the Superior Court of California for the County of Ventura granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to “opt out”) by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <estAmount>.

California law strictly prohibits retaliation.

Dynacorn is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of a Class Member’s actions taken with respect to the proposed settlement. If you are currently employed by Dynacorn, your employment relationship will not be affected by any actions you take with respect to the proposed settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at [www.\[REDACTED\]](http://www.[REDACTED]).

Questions? Contact the Settlement Administrator toll free at [REDACTED]

<<Employee Name>>

Summary of the Litigation

Plaintiff filed a Class Action Complaint with the Ventura County Superior Court (“VCSC”) on February 8, 2023, identified as case no.: Case No. 56-2022-00575474-CU-OE-VTA. The Class Action Complaint seeks recovery on a class action basis for the following: 1) failure to pay minimum wages; 2) failure to pay overtime wages; 3) failure to provide meal periods or premium pay in lieu thereof; 4) failed to provide rest periods or premium pay in lieu thereof; 5) failure to provide and maintain complete and accurate records; 6) failure to pay timely wages during employment; 7) failure to pay timely wages after employment; 8) associated penalties under the California Labor Code and California Private Attorneys General Act (“PAGA”); and 9) violations of California’s Unfair Competition Law, codified at California Business and Professions Code sections 17200, *et seq.*

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiff’s claims or Dynacorn’s defenses thereto. There exists a bona fide dispute as to whether any compensation is actually due to Plaintiff, the putative class, and PAGA Members, and if so, the amount thereof, and no legal determinations have been made with respect to the legal claims brought in the Action and resolved in this Settlement.

Defendant is not admitting to any allegations or wrongdoing in this case, and in fact expressly denies that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Dynacorn asserts that the Class Members were properly compensated at all times during the Class Period. Dynacorn further assert that Dynacorn International, LLC has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally-compliant timekeeping policies.

Plaintiff entered into settlement discussions with Dynacorn in an attempt to resolve the disputed claims in this case. On March 14, 2023, the Parties negotiated a settlement on behalf of themselves, Class Members, and PAGA Members with the assistance of a third-party mediator. The Parties’ agreement has been documented in a Joint Stipulation of Settlement and Release of Class Action (“Joint Stipulation”). Class Counsel have investigated and researched the facts and circumstances underlying the issues raised in this case and the applicable law. While Class Counsel believe Plaintiff’s claims in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Because of this, Class Counsel believe the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing (“Hearing”) on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] on [REDACTED], in Department 42 of the Superior

Questions? Contact the Settlement Administrator toll free at [REDACTED]

<<Employee Name>>

Court of California for the County of Ventura, 800 South Victoria Avenue, Ventura, CA 93003.
You are not required to attend the Hearing.

Attorneys for Plaintiffs and the Class Members (“Class Counsel”) are:

Elliot J. Siegel KING & SIEGEL LLP (213) 465-4802 724 S. Spring Street, Ste. 201 Los Angeles, California 90014	Xavier Villegas LAW OFFICE OF XAVIER VILLEGAS, APC (805) 250-7488 2800 Camino Dos Rios, Ste. 101A Newbury Park, California 91320
--	---

Summary of the Settlement Terms

Plaintiff and Dynacorn have agreed to settle this case on behalf of themselves and the Class Members for \$320,000.00 (“Maximum Settlement Amount”).

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) subject to Court approval, up to a \$5,000 service payment to the Plaintiff for his time and effort in pursuing this case; (3) payment to Plaintiff for a release as to his individual claims in the amount of \$25,000; (4) Settlement Administration Costs not to exceed \$15,000.00; (5) \$35,000 for settlement of claims under PAGA, inclusive of a \$26,250 payment to the California Labor & Workforce Development Agency (“LWDA”) representing the State of California’s portion of civil penalties under PAGA (or 75% of \$35,000), and a \$8,750 payment (“PAGA fund”) to all PAGA Members; and (6) subject to Court approval of an application for fees and costs, an award of up to \$100,000.00 in attorneys’ fees and up to \$15,000 in litigation costs and expenses to Class Counsel. After deducting the service payments to Plaintiff, the Settlement Administration Costs, the payment of \$26,250 to the LWDA, and attorneys’ fees and costs/expenses, a total of approximately \$138,750.00 will be available to Class Members who do not opt out of the Settlement (“Net Settlement Amount”). Employer-side payroll taxes will be paid by Dynacorn International, LLC outside of the Maximum Settlement Amount.

Plan of Distribution to Class Members

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period (“Workweeks”). Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Dynacorn’s possession, custody or control.¹ Workweeks are determined by

¹ Dynacorn’s Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek

<<Employee Name>>

calculating the number of days each Class Member actually worked during the Class Period, dividing by seven (7). Class Members' Individual Workweeks shall be calculated to the nearest hundredth of a full workweek.

- b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
- c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.
- d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period² and will divide each Class Member's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Fund allocated to each PAGA Member. PAGA Members' PAGA Payments shall be calculated to the nearest hundredth of a full workweek, as set forth above.
- e. According to Dynacorn International, LLC's records, you worked <<Workweeks>> Workweeks during the Class Period and you <<Are_AreNot>> a former employee. Accordingly, your estimated payment pursuant to the terms of the Settlement is approximately <<estAmount>>.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at Goetz v. Dynacorn International, LLC Settlement Administrator, c/o no later than 30 days after the date this Notice of Class Action Settlement was mailed to you. If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than . **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Dynacorn. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

² The PAGA Period is the period from February 25, 2021 to preliminary approval or February 7, 2023, whichever is earlier.

Questions? Contact the Settlement Administrator toll free at

<<Employee Name>>

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 33% of each Individual Settlement Payment will be allocated to alleged unpaid wages, 33% will be allocated as alleged unpaid civil penalties, and 34% will be allocated to interest. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement***Option 1 – Automatically Receive a Payment from the Settlement***

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”) against the Released Parties for the Release Period

The Released Claims include:

all claims, rights, demands, liabilities and causes of action arising out of the claims and allegations made in the Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA letter, including but not limited to all of the following claims for relief: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide and maintain complete and accurate records; (6) failure to pay timely wages during employment; (7) failure to pay timely wages after employment; (8) penalties under the California Labor Code and California Private Attorneys General Act (“PAGA”); and 9) violation of the California’s Unfair Competition Law.

Released Parties means:

Defendant Dynacorn International, LLC its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its: (i) predecessors, successors, and assigns; and (ii) current and former agents, including but not limited to, heirs, executors, administrators,

Questions? Contact the Settlement Administrator toll free at _____

<<Employee Name>>

principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all other claiming through and by any of them.

The Release Period means the period from June 11, 2018 to **March 14, 2023**.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than [REDACTED]. Your written request must expressly and clearly state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *BRANDON GOETZ V. DYNACORN INTERNATIONAL, LLC* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Goetz v. Dynacorn, Inc. Settlement Administrator

c/o [REDACTED]
[REDACTED]
[REDACTED]

Telephone: [REDACTED]

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than [REDACTED] **[30 days from mailing]**. If you submit a request for exclusion which is not postmarked by [REDACTED], your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the employee portion of the settlement of the PAGA cause of action to which allegedly Aggrieved Employees are entitled to; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – File an Objection to the Settlement

Questions? Contact the Settlement Administrator toll free at [REDACTED]

<<Employee Name>>

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Dynacorn International, LLC in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before [REDACTED].

You may also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED] in Department 42 of the Superior Court of California for the County of Ventura located at 800 South Victoria Avenue, Ventura, CA 93003, and discuss your objections with the Court and the Parties at your own expense. You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense. All objections or other correspondence must state the name and number of the case, which is *Brandon Goetz v. Dynacorn International, LLC*, Ventura County Case Number No. 56-2022-00575474-CU-OE-VTA.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Ventura, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at [www.\[REDACTED\]](http://www.[REDACTED]).

**DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS.**

Questions? Contact the Settlement Administrator toll free at [REDACTED]

Share Form

***Brandon Goetz v. Dynacorn International, LLC
Superior Court of the State of California, Ventura County
Case No. 56-2022-00575474-CU-OE-VTA***

For all persons who are or previously were employed by Dynacorn International, LLC (“Defendant”) in the State of California as a non-exempt employee and worked at least one shift from June 11, 2018 to March 14, 2023.

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$ [REDACTED]. Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Notice”), is: [REDACTED]%. Your estimated pro-rata share may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$ [REDACTED].

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members’ Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. “Workweeks” means the number of weeks actually worked by each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by calculating the number of days each Class Member actually worked during the Class Period and dividing by seven (7). Class Members’ Individual Workweeks shall be calculated to the nearest hundredth of a full workweek. Defendant’s payroll records show that during the Class Period, you worked a total of [REDACTED] Workweeks.

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period (listed above) is accurate, you do not need to take any further action in order to receive your payment.

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do NOT have to complete this part of the Share Form if the total number of your Workweeks during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Workweeks as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- ☐ I wish to challenge the total number of my Workweeks. I have included a written statement detailing what I believe to be the correct number of weeks I was employed as an hourly, non-exempt employee in California during the Class Period (June 11, 2018 to March 14, 2023). I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

Signature

Name of Class Member _____ [preprinted]

Class Member ID Number (from address label): _____ [preprinted]

I believe that the correct number of Workweeks I was employed by Defendant as an hourly, non-exempt employee in California during the Class Period is: _____

The following is a statement of my reasons and documentation to support this number of Workweeks:

[Attach documentation and use separate page(s) as necessary]

Mail to:

insert address

Exhibit B

1 Elliot J. Siegel (Bar No. 286798)
2 elliot@kingsiegel.com
3 **KING & SIEGEL LLP**
4 724 S. Spring Street, Ste. 201
5 Los Angeles, California 90014
6 *tel:* (213) 465-4802
7 *fax:* (213) 465-4803

8 Xavier Villegas (Bar No. 293232)
9 xavier@xaviervillegaslaw.com
10 **XAVIER VILLEGAS LAW, APC**
11 2800 Camino Dos Rios, Ste. 101A
12 Newbury Park, California 91320
13 *tel:* (805) 250-7488
14 *fax:* (805) 250-7499

15 Attorneys for Plaintiff and the Settlement Class

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF VENTURA**

19 **Brandon Goetz**, individually and on behalf of all
20 similarly situated individuals,

21 Plaintiff,

22 vs.

23 **Dynacorn International, LLC**, a California
24 Limited Liability Company; and **Does 1-100**;

25 Defendants.

CASE NO. 56-2023-00575474-CU-OE-VTA

[Assigned to Honorable Henry Walsh,
Department 42]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT PURSUANT TO
THE TERMS OF JOINT STIPULATION
RE: CLASS ACTION SETTLEMENT**

Date: _____ [Reserved]

Time: _____

Dept.: _____

1 Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this
2 action on the terms set forth in the Joint Stipulation of Settlement and Release of Class Action (the
3 "Settlement" or "Stipulation") came on for hearing on [REDACTED], 2023.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. 56-2022-00575474-CU-OE-VTA, entitled
6 *Brandon Goetz v. Dynacorn International, LLC*. (the "Action"), and good cause appearing, the
7 Court finds that:

8 WHEREAS, Plaintiff Brandon Goetz ("Plaintiff") has alleged claims against Defendant
9 Dynacorn International, LLC ("Defendant") on behalf of himself and on behalf of others similarly
10 situated, comprising: "*all persons who worked at least one shift as a non-exempt employee in the State of*
11 *California for Defendant from June 11, 2018 through March 14, 2023*" ("Class Members"); and

12 WHEREAS, Plaintiff asserts class, PAGA, and individual claims in the Action against
13 Defendant for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to
14 provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium
15 pay in lieu thereof; (5) failure to provide and maintain complete and accurate records; (6) failure to
16 pay timely wages during employment; (7) failure to pay timely wages after employment; (8)
17 penalties under the California Labor Code and California Private Attorneys General Act
18 ("PAGA"); and 9) violation of the California's Unfair Competition Law.

19 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of law
20 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
21 and

22 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
23 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and
24 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

25 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
26 re: Class Action Settlement on [REDACTED], 2023, which provides for the final resolution of all class,
27 PAGA, and individual claims asserted by Plaintiff against Defendant in the Action, on the terms and
28 conditions set forth in the Stipulation, subject to the approval of this Court;

1 NOW, therefore, the Court grants preliminary approval of the Settlement, and

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

3 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
4 in this Order shall have the meanings set forth therein.

5 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and
6 the Class.

7 3. The Class is defined as follows: "all persons who worked at least one shift as a non-
8 exempt employee in the State of California for Defendant from June 11, 2018 through March 14,
9 2023."

10 4. The Class is preliminarily certified for the purpose of settlement only.

11 5. The Court has determined that the intended notice to be given to the Class fully and
12 accurately informs all persons in the Class of all material elements of the proposed Settlement,
13 constitutes the best notice practicable under the circumstances, and constitutes valid, due, and
14 sufficient notice to all Class Members.

15 6. The Court hereby grants preliminary approval of the Settlement as set forth in the
16 Stipulation and Settlement Agreement, including the Maximum Settlement Amount of \$320,000
17 and the allocation for determining Individual Settlement Payments, as being fair, adequate, and
18 reasonable in all respects to the Class Members, and orders the parties to consummate the
19 Settlement in accordance with the terms of the Stipulation.

20 7. The plan of distribution as set forth in the Stipulation providing for the distribution
21 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
22 reasonable, and adequate.

23 8. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
24 Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California 90014 and
25 Xavier Villegas of Law Office of Xavier Villegas, APC, 2800 Camino Dos Rios, Suite 101A,
26 Newbury Park, CA 91320.

27 9. The Court preliminarily approves the payment of attorneys' fees in the amount of
28 \$100,000.00 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be

1 paid from the Maximum Settlement Amount.

2 10. The Court preliminarily approves the payment of incurred reasonable costs in an
3 amount not to exceed \$15,000.00 to Class Counsel, which shall be paid from the Maximum
4 Settlement Amount as defined in the parties' Stipulation.

5 11. The Court preliminarily approves a payment in the amount of \$35,000 for
6 settlement of claims under PAGA, inclusive of a \$26,250 payment to the California Labor &
7 Workforce Development Agency ("LWDA") representing the State of California's portion of civil
8 penalties under PAGA (or 75% of \$35,000), and a \$8,750 payment ("PAGA fund") to all PAGA
9 Members, which shall be paid from the Maximum Settlement Amount.

10 12. The Court preliminarily approves the payment of incurred reasonable claims
11 administration costs to the Settlement Administrator, in an amount not to exceed \$15,000, which
12 shall be paid from the Maximum Settlement Amount.

13 13. The Court preliminarily approves an enhancement award to the Class
14 Representative, Brandon Goetz, in the amount of \$5,000.00, which shall be paid from the
15 Maximum Settlement Amount. The Court further preliminarily approves Plaintiff's Individual
16 Claims Payment as set forth in the Stipulation.

17 14. The Court preliminarily approves the California Bar's Justice Gap Fund as the cy
18 pres beneficiary.

19 15. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
20 are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or
21 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
22 wrongdoing in this Action or in any other proceeding.

23 16. In the event that the Settlement does not become effective in accordance with the
24 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
25 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
26 all orders entered and releases delivered in connection herewith shall be null and void to the extent
27 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
28 proceed with litigation of the Action.

k.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representatives; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	_____ [10 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount]
l.	Deadline for the Settlement Administrator to file written certification with the Court re: mailing of Individual Settlement Payments	[50 calendar days following the distribution of the Maximum Settlement Amount]

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Hon. Henry Walsh
Ventura County Superior Court Judge

Exhibit C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

Brandon Goetz, individually and on behalf of all
similarly situated individuals,

Plaintiff,

vs.

Dynacorn International, LLC, a California
Limited Liability Company; and **Does 1-100**;

Defendants.

CASE NO. 56-2023-00575474-CU-OE-VTA

[Assigned to Honorable Henry Walsh,
Department 42]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: _____ [Reserved]
Time: _____
Dept.: _____

[PROPOSED] ORDER

Plaintiff's Unopposed Motion for Final Approval of the proposed settlement of this action on the terms set forth in the Joint Stipulation of Settlement and Release of Class Action (the "Settlement" or "Stipulation") came on for hearing on [REDACTED], 2023.

In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement), and having considered the supplemental declaration of the Class Administrator, Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final Approval of Class Action Settlement. A copy of the Settlement Agreement is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.¹

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

3. For settlement purposes only, the Court grants final certification of the Class, as defined in the Settlement and as follows:

"All persons who worked at least one shift as a non-exempt employee in the State of California for Defendant from June 11, 2018 through March 14, 2023."

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of [REDACTED] Participating Class Members exists and a well-defined community of interest exists on the questions of law and fact

¹ The Court previously granted preliminary approval of the Settlement on [REDACTED].

involved because in the context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the Class' claims and will avoid additional and potentially substantial litigation costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. Additionally, after considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, and Court concludes that Class Counsel secured significant relief for Class Members.

8. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court is satisfied that [REDACTED], which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the Settlement terms, their right to do nothing and receive their settlement share, their right to submit a request for exclusion, their rights to comment on or object to the Settlement, and their right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement. Adequate periods of time to respond and to act were provided by each of these procedures. Zero Class Members filed written objections to the Settlement as part of this notice process, and Zero Class Members filed a written statement of intention to appear at the Final

1 Approval and Fairness Hearing, and [REDACTED] Class Members submitted a request for exclusion.
2 Those Class Members who requested exclusion, specifically [REDACTED], will not be bound by the
3 Settlement and will not receive any portion of the Net Settlement Amount.

4 10. The Court appoints Plaintiff as Class Representative and finds him to be adequate.

5 11. The Court appoints Elliot J. Siegel of King & Siegel LLP and Xavier Villegas of Law
6 Office of Xavier Villegas APC as Class Counsel, and finds each of them to be adequate, experienced,
7 and well-versed in class action litigation.

8 12. The terms of the Settlement Agreement, including the Maximum Settlement
9 Amount of \$320,000 and the allocation for determining Individual Settlement Payments, are fair,
10 adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
11 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

12 13. The Court further approves the following distributions from the Maximum
13 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
14 Agreement:

15 a. The amount of \$ [REDACTED] designated for payment to the Settlement
16 Administrator is fair and reasonable. The Court grants final approval of it and orders the
17 Parties to make the payment to the Settlement Administrator in accordance with the
18 Settlement Agreement.

19 b. The \$100,000.00 amount, representing one-third of the Maximum
20 Settlement Amount, requested by Plaintiff and Class Counsel for the Class Counsel's
21 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court
22 grants final approval of, awards, and orders the Class Counsel fees payment to be made in
23 accordance with the Settlement Agreement.

24 c. The Court awards Class Counsel \$ [REDACTED] in litigation costs, which is an
25 amount which the Court finds to be reflective of the actual and reasonable costs incurred.
26 The Court grants final approval of Class Counsel's litigation expenses payment and orders
27 payment of this amount to be made in accordance with the Settlement Agreement.

1 d. The \$5,000 class representative incentive payment requested to the Named
2 Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders
3 the payment to be made in accordance with the Settlement Agreement.

4 e. Plaintiff's Individual Claims Payment is fair and reasonable. The Court
5 grants final approval of, and orders Plaintiff's Individual Claims Payment of \$25,000 to be
6 paid in accordance with the Settlement Agreement.

7 f. The Court approves of the \$35,000.00 allocation assigned for claims under
8 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
9 \$26,250.00) to be paid to the California Labor and Workforce Development Agency in
10 accordance with the terms of the Settlement Agreement. The remainder is to be paid to the
11 Aggrieved Employees per the Settlement Agreement.

12 14. The Court orders the Parties to comply with and carry out all terms and provisions
13 of the Settlement Agreement, to the extent that the terms thereunder do not contradict with this
14 order, in which case the provisions of this order shall take precedence and supersede the Settlement
15 Agreement. Defendant shall comply with the Injunctive Relief agreed to in the Settlement, which
16 shall be binding on Defendant through this Order and Judgment.

17 15. All Participating Class Members shall be bound by the Settlement and this order,
18 including the release of claims as set forth in the Settlement Agreement.

19 16. The Parties shall bear their own respective attorneys' fees and costs except as
20 otherwise provided in this order and the Settlement Agreement.

21 17. All checks mailed to the Class Members must be cashed within one hundred and
22 twenty (120) days after mailing.

23 18. Plaintiff shall file with the Court a report regarding the status of distribution no later
24 than fifty (50) days after all funds have been distributed.

25 19. The Court approves the California Bar's Justice Gap Fund as the *cy pres* beneficiary
26 and finds that it complies with all requirements under C.C.P. § 384. Per Section 384(b), the Court
27 will amend this Judgment after Counsel provides the Court with the report regarding distribution
28 of funds to direct that any uncashed funds be paid to the California Bar's Justice Gap Fund.

20. No later than 10 days from this order, the Settlement Administrator shall give notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to this matter.

21. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

22. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves all claims released by the Settlement Agreement against Defendants.

23. The Court hereby sets a hearing date of [REDACTED] at [REDACTED] for a hearing on the final accounting and distribution of the settlement funds.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Hon. Henry Walsh
Ventura County Superior Court Judge