

AKIN GUMP STRAUSS HAUER & FELD LLP

GREGORY W. KNOPP (SBN 237615)
JONATHAN S. CHRISTIE (SBN 294446)
VICTOR A. SALCEDO (SBN 317910)
gknopp@akingump.com
christiej@akingump.com
vsalcedo@akingump.com
1999 Avenue of the Stars, Suite 600
Los Angeles, CA 90067
Telephone: 310-229-1000
Facsimile: 310-229-1001

AKIN GUMP STRAUSS HAUER & FELD LLP

DONNA M. MEZIAS (SBN 111902)
DOROTHY F. KASLOW (SBN 287112)
580 CALIFORNIA STREET, SUITE 1500
San Francisco, CA 94104
Telephone: 415.765.9500
Facsimile: 415.765.9501
dmezias@akingump.com
dkaslow@akingump.com

Attorneys for Defendant
Home Depot U.S.A., Inc.

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAIME UGARTE, Individually and on
Behalf of All Other Similarly Situated
Employees,

Plaintiff,

v.

PROFESSIONAL FLOORING
INSTALLATION, INC.; S.P. CARPET
PROS, INC.; HOME DEPOT U.S.A., INC;
AND DOES 1 THROUGH 100, inclusive,

Defendants.

Case No. BC613043

[Assigned For All Purposes to the Honorable
Kenneth R. Freeman, Dept. 14]

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

Date Action Filed: March 8, 2016

Robert S. Arns, State Bar No. 65071, rsa@arnslaw.com
Jonathan E. Davis, State Bar No. 191346, jed@arnslaw.com
Shounak S. Dharap, State Bar No. 311557, ssd@arnslaw.com

THE ARNS LAW FIRM

A Professional Corporation
515 Folsom St., 3rd Floor
San Francisco, CA 94105
Tel: (415) 495-7800
Fax: (415) 495-7888

Attorneys for Plaintiffs

Lawrence G. Campitiello, Esq. (CA 110274)

CAHILL & CAMPITIELLO LLP

11440 West Bernardo Court, Suite 214
San Diego, California 92127
Tel.: (412) 777-5700
lcampitiello@cahillcampitiello.com

Attorneys for J.W. Floor Covering, Inc.

PATRICIA A. MURPHY (SBN 139368)
LAW OFFICE OF PATRICIA MURPHY
220 Montgomery Street, Suite 2100
San Francisco, CA 94104
Telephone: (415) 992-4356
Facsimile: (415) 384-6035
pmurphy@pmurphylaw.com

Attorneys for S.P. Carpet Pros, Inc.

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between plaintiffs Jaime Ugarte (“Ugarte”) and Julian Pineda (“Pineda,” who has yet to be named as a plaintiff in this action) (collectively, “Plaintiffs”), as individuals and on behalf of all others similarly situated, and defendants J.W. Floor Covering, Inc. (“J.W.”), S.P. Carpet Pros, Inc. (“Carpet Pros”), and Home Depot U.S.A., Inc. (“Home Depot”) (collectively, “Defendants”) (collectively with Plaintiffs, the “Parties”).

BACKGROUND

This settlement arises from an action entitled *Jaime Ugarte v. Professional Flooring Installation, Inc., et al.*, Case No. BC613043, pending in the Superior Court of California, Los Angeles County (the “Action”). On March 8, 2016, Ugarte filed the Action against Carpet Pros, Home Depot, and his former employer Professional Flooring Installation, Inc. (“PFI”). He later added J.W. and PFI’s owners, Moises Alvarez and Martha Alvarez, as defendants. Ugarte asserts various claims under the California Labor Code and tort law against J.W., Carpet Pros, PFI, Home Depot, and the Alvarazes under a joint employer theory. Specifically, he alleges claims for unpaid regular and overtime wages, missed meal and rest periods, untimely final wages, inaccurate wage statements, false time statements, failure to reimburse expenses, unfair competition, fraud/misrepresentation, insufficient funding of contracts, and negligence. Ugarte also alleges a claim for civil penalties under California’s Private Attorneys General Act (“PAGA”). He asserts his claims on behalf of a putative class that includes all persons who performed flooring installation work as installers or helpers in California for or on behalf of either or both J.W. and Carpet Pros, on Home Depot jobs, from March 8, 2012 to the present.

From September 28, 2021 through January 20, 2022, the Parties attended several mediation sessions before Bruce A. Edwards, Esq. (the “Mediator”). As a result of mediation and arm’s-length negotiations, the Parties agreed to the terms memorialized in this Settlement Agreement.

DEFINITIONS

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

1. “Class Counsel” means The Arns Law Firm.

2. “Class Member(s)” or “Settlement Class” means all persons who performed flooring installation work as installers or helpers in California for or on behalf of either or both J.W. and Carpet Pros, on Home Depot jobs, from March 8, 2012 through the date the Court enters Preliminary Approval of the Settlement. A person’s status as a Class Member will be determined based on their inclusion in either (i) the database compiled for California workers who underwent background checks (the “Badge Data”), or (ii) J.W.’s or Carpet Pros’ records indicating that an individual who is not reflected in the Badge Data performed flooring installation work in California on Home Depot jobs during the relevant period (“Service Provider Records”), as listed in Exhibit A.

3. “Court” means the Superior Court of California for Los Angeles County.

4. “Released Parties” means J.W., Carpet Pros, Home Depot, and all of their respective present and former parents, subsidiaries, affiliates, and joint venturers, and all of their respective shareholders, members, managers, officers, officials, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and assigns, and any other persons acting by, through, under, or in concert with any of them.

5. “Effective Date” means: (i) the day the Court enters a judgment granting final approval of the settlement, if no Class Member has moved to intervene in the Action or moved to vacate judgment; or, if a Class Member has moved to intervene in the Action or moved to vacate judgment prior to the entry of judgment, the later of (ii) the final date for the would-be aggrieved party to file a timely appeal, or (ii) if any timely appeals or motions for reconsideration or review are filed, the date of final resolution of any such appeals or motions for reconsideration or review have been finally concluded. In this regard, it is the intention of the Parties that the Effective Date of the Settlement shall not be a date before the Court’s order approving the Settlement has become completely final and there is no timely recourse by any person who seeks to object or otherwise contest the Settlement.

6. “Gross Settlement Amount” is the amount of Three Million, Two Hundred Thousand Dollars (\$3,200,000), which is the amount to be paid by Defendants pursuant to this Settlement Agreement. The Gross Settlement Amount includes: (a) all Individual Settlement Payments to Participating Class Members; (b) the LWDA Payment; (c) the Class Representative Service Payments to Plaintiffs; (d) Attorneys’ Fees and Costs to Class Counsel; and (e) Settlement Administration Costs

1 to the Settlement Administrator. Except for payroll taxes due on Individual Settlement Payments to
2 Participating Class Members, if any, the Parties agree that Defendants will have no obligation to pay
3 any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount.
4 No part of the Gross Settlement Amount will revert to Defendants.

5 7. "Individual Settlement Payment" means a Participating Class Member's share of the
6 Net Settlement Amount.

7 8. "LWDA" means the California Labor and Workforce Development Agency.

8 9. "Net Settlement Amount" means the Gross Settlement Amount less deductions for the
9 LWDA Payment, Class Representative Service Payments, Attorneys' Fees and Costs, and Settlement
10 Administration Costs.

11 10. "Notice of Class Action Settlement" means the notice of settlement, attached as Exhibit
12 B, to be mailed to all members of the Settlement Class upon Preliminary Approval.

13 11. "Participating Class Members" means all Class Members who do not submit valid
14 Requests for Exclusion.

15 12. "Preliminary Approval" means the Court order granting preliminary approval of the
16 Settlement Agreement.

17 13. "Released Claims" means all claims released by Plaintiffs and Participating Class
18 Members, as defined below.

19 14. "Released Claims Period" means the period from March 8, 2012 through the date the
20 Court enters Preliminary Approval of the Settlement.

21 15. "Response Deadline" means the deadline by which Class Members must postmark to
22 the Settlement Administrator Requests for Exclusion or Objections to the Settlement. The Response
23 Deadline will be forty-five (45) calendar days from the initial mailing of the Notice of Class Action
24 Settlement by the Settlement Administrator, or such other deadline specified by the Court, unless the
25 deadline falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to
26 the next day on which the U.S. Postal Service is open.

27 16. "Settlement Administrator" means the third-party class action settlement administrator
28 approved by the Parties and the Court for the purposes of administering this Settlement. The Parties

1 represent that they do not have a financial interest in the Settlement Administrator or otherwise have a
2 relationship with the Settlement Administrator that could create a conflict of interest.

3 17. "Workweeks" means the number of calendar weeks during which the Class Members
4 performed flooring installation work on Home Depot jobs for or on behalf of J.W. or Carpet Pros
5 during the Released Claims Period, as calculated by Defendants based on the Badge Data and Service
6 Provider Records, and rounding up to the nearest whole number.

7 **TERMS OF THE AGREEMENT**

8 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as follows:

9 18. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
10 Settlement Agreement reflects a fair, adequate, and reasonable settlement of the Action and have
11 arrived at this Settlement after arm's-length negotiations in front of an experienced Mediator and in the
12 context of adversarial litigation, taking into account all relevant factors, present and potential. The
13 Parties further acknowledge that they are each represented by competent counsel and that they have
14 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this
15 Settlement.

16 19. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation.
18 In entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
19 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
20 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
21 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
22 conduct with respect to the Class Members. Neither this Settlement, nor any of its terms or provisions,
23 nor any of the negotiations connected with it, will be construed as an admission or concession by
24 Defendants of any such violations or failures to comply with any applicable law. Except as necessary
25 in a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions
26 will not be offered or received as evidence in any action or proceeding to establish any liability or
27 admission on the part of Defendants or to establish the existence of any condition constituting a
28 violation of, or a non-compliance with, federal, state, local or other applicable law.

1 20. Acknowledgement of Defendants' Defenses. Plaintiffs and Class Counsel acknowledge
2 that, based on their investigation, Defendants have raised defenses to all of the claims asserted in the
3 Action that could affect the likelihood of Plaintiffs' success on the merits.

4 21. Leave to File Third Amended Complaint. For the purpose of effectuating this
5 Settlement only, the Parties hereby stipulate and agree that Plaintiffs shall file a Third Amended
6 Complaint, which shall be filed contemporaneous with, or at any time before, the filing of a motion for
7 preliminary approval of the Settlement, which shall (i) add Pineda as a named plaintiff, (ii) amend the
8 class definition to reflect the Settlement Class definition described in Paragraph 2 of this Agreement,
9 (iii) add claims under California Labor Code Section 2810.3, and (iv) dismiss defendants PFI and
10 Moises and Martha Alvarez from the Action without prejudice. Plaintiffs will provide Defendants'
11 counsel reasonable opportunity to review and provide comments regarding the Third Amended
12 Complaint and motion for preliminary approval of the Settlement before they are filed. Should, for
13 whatever reason, this Settlement not become final, the Third Amended Complaint shall be deemed
14 stricken, null and void *ab initio*, and the operative complaint as of March 10, 2022 shall be deemed the
15 operative pleading.

16 22. Class Certification. For settlement purposes only, the Parties agree to class certification
17 of the Settlement Class, pursuant to California Code of Civil Procedure Section 382. If, for any
18 reason, the Settlement is not fully and finally approved and/or the Effective Date does not occur, the
19 stipulation of certification will be void *ab initio*, and Defendants will not be deemed to have waived or
20 limited any objections or defenses to class certification or any other matter. The Parties further agree
21 that nothing in this Settlement Agreement will be construed as an admission or acknowledgement in
22 this or any other proceeding that either (i) class action certification is proper except as provided in this
23 paragraph, or (ii) Defendants are liable to Plaintiffs or any Class Member other than in accordance with
24 the terms of this Settlement.

25 23. Class Members' Waiver and Release. Plaintiffs and all Class Members (including any
26 assigned agents/representatives) who do not submit a valid and timely Request for Exclusion shall, for
27 the Released Claims Period, fully and finally waive, release, and forever discharge the Released Parties
28 from any and all claims (i) asserted in the Action (including in the Third Amended Complaint that

1 Plaintiffs will file pursuant to this Settlement Agreement and in the letter sent to the LWDA on January
2 15, 2016), or (ii) arising from, or derivative of, the claims or factual allegations asserted in the Action
3 (including in the Third Amended Complaint that Plaintiffs will file pursuant to this Settlement
4 Agreement and in the letter sent to the LWDA on January 15, 2016), including those concerning any
5 Defendant's practices regarding payment of wages, meal and rest periods, final pay, wage statements,
6 time statements, and expense reimbursement ("Released Claims"). The Released Claims include, but
7 are not limited to, any claims, rights, demands, liabilities, and causes of action of any kind or nature in
8 law or in equity, under any theory, whether contract, common law, constitutional, statutory or
9 otherwise, of any jurisdiction, foreign or domestic, whether known or unknown, anticipated or
10 unanticipated, including for damages, restitution, penalties, interest, costs, attorneys' fees, expenses,
11 equitable relief, injunctive relief, and any other relief.

12 This waiver and release will be final and binding on the Effective Date, and will have every
13 preclusive effect permitted by law. Plaintiffs and Settlement Class Members will not file, and will not
14 request any other party or entity to file on their behalf, any claim, complaint, charge or request for
15 damages or any other relief released above, including with any local, state, or federal governmental or
16 quasi-governmental agency or any state, administrative, or federal court, or any licensing or
17 accreditation organization, against the Released Parties.

18 24. Release of Additional Claims and Rights by Plaintiffs. As of the Effective Date, and as
19 a condition of receiving any portion of their respective Class Representative Service Payment, each
20 Plaintiff agrees to the additional following General Release: In consideration of Defendants' promises
21 and agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from any and all
22 Released Claims and also generally release and discharge the Released Parties from any and all claims,
23 demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have
24 been asserted against the Released Parties through the date that this Agreement is fully executed. This
25 general release includes, but is not limited to, claims arising out of or relating to each Plaintiff's
26 alleged employment and/or alleged joint employment by Defendants and/or (if applicable) the
27 termination of their alleged employment with Defendants, including but not limited to any and all
28 claims for violation of any section of the California Labor Code and/or Wage Orders; violation of the

1 Fair Labor Standards Act (“FLSA”); failure to pay wages, benefits, vacation pay, severance pay, final
2 pay, or other compensation of any sort; fraud; intentional or negligent misrepresentation; breach of
3 contract; promissory estoppel; wrongful termination; retaliation; violation of public policy; breach of
4 implied covenant of good faith and fair dealing; defamation; unlawful effort to prevent employment;
5 sexual harassment; discrimination on the basis of race, color, sex, national origin, ancestry, religion,
6 age, disability, handicap, medical condition, marital status or any other protected class; any claim
7 under the Fair Credit Reporting Act, California Consumer Credit Reporting Agencies Act, California
8 Investigative Consumer Reporting Agencies Act, or other laws regarding background checks; any
9 claim under Title VII of the Civil Rights Act of 1964 (Title VII, as amended), 42 U.S.C. §§ 2000, *et*
10 *seq.*; the Americans with Disabilities Act (“ADA”), the Age Discrimination in Employment Act
11 (“ADEA”), the California Fair Employment and Housing Act (“FEHA”), or California Government
12 Code §§ 12940 *et seq.*; violation of the Consolidated Omnibus Budget Reconciliation Act of 1985
13 (“COBRA”); violation of the Occupational Safety and Health Act (“OSHA”) or any other health and/or
14 safety laws, statutes or regulations; violation of the Employment Retirement Income Security Act of
15 1974 (“ERISA”); violation of the Internal Revenue Code; any other claim arising from employment or
16 termination of employment; or other common law or tort matters and all other claims under federal,
17 state or local law. This release specifically includes any and all claims, demands, obligations and/or
18 causes of action for damages, restitution, penalties, injunctive or equitable relief, interest, and
19 attorneys’ fees and costs (except as provided by the Settlement Agreement) relating to or in any way
20 connected with the matters referred to in this paragraph, whether or not known or suspected to exist,
21 and whether or not specifically or particularly described herein. Specifically, each Plaintiff waives all
22 rights and benefits afforded by California Civil Code Section 1542, which provides:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
24 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
25 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM
26 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
27 THE DEBTOR OR RELEASED PARTY.
28

1 25. No Retaliation. Defendants agree that neither they nor their agents shall take any action
2 that will result in adverse impacts to Plaintiffs' jobs or reputations as a result of Plaintiffs' participation
3 in the Action or Settlement.

4 26. Calculation of Participating Class Members' Share of the Net Settlement Amount. Each
5 Participating Class Member's share of the Net Settlement Amount will be calculated based on the
6 number of his or her Workweeks during the Released Claims Period. Defendants will calculate the
7 number of Workweeks for each Participating Class Member and the aggregate total number of
8 Workweeks for all Participating Class Members and provide these counts to the Settlement
9 Administrator within twenty-one (21) calendar days of Preliminary Approval. Defendants will make
10 these calculations based on the Badge Data and Service Provider Records. For Participating Class
11 Members included in the Badge Data, a Workweek will be any week in which a Participating Class
12 Member maintained an Active badge. Weeks during which badges were designated Inactive or
13 Terminated shall not count as Workweeks. For any Class Member included in the Badge Data for
14 whom insufficient Badge Data is available to calculate Workweeks, the Workweeks shall equal the
15 average number of Workweeks per Class Member for whom sufficient Badge Data exists to calculate
16 Workweeks. For Participating Class Members who are not included in the Badge Data and are
17 included in the Service Provider Records, a Workweek will be based on the work dates reflected in the
18 Service Provider Records. The Net Settlement Amount will be divided by the aggregate total number
19 of Workweeks, resulting in the "Workweek Value." To determine each Class Member's estimated
20 share of the Net Settlement Amount, the Settlement Administrator will multiply each individual Class
21 Member's Workweeks by the Workweek Value. If there are any valid and timely submitted Requests
22 for Exclusion, the Settlement Administrator shall proportionately increase the share of the Net
23 Settlement Amount apportioned to each Participating Class Member so that the amount actually
24 distributed to Participating Class Members (inclusive of any unclaimed amounts submitted to the
25 California State Controller's Office) equals 100% of the Net Settlement Amount. The amounts paid to
26 Participating Class Members will be reduced by any required deductions, including appropriate tax
27 withholdings or deductions. The Parties agree that the formula described herein is reasonable and that
28

the payments are designed to provide a fair settlement to each Participating Class Member in light of the uncertainties regarding the compensation alleged to be owed and the calculation of such amounts.

27. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees and Costs of not more than thirty-three and thirty-three hundredths percent (33.33%) of the Gross Settlement Amount, or One Million Sixty Six Thousand and Five Hundred and Sixty Dollars (\$1,066,560) in attorneys' fees, plus reasonable litigation costs not to exceed \$20,000, and Defendants agree not to oppose such application. These amounts include, without limitation, all time expended by Class Counsel in defending and preparing the Settlement Agreement and securing Preliminary and Final Approval (including any appeals therein), and there will be no additional charge of any kind to either the Settlement Class Members or Defendants for such work. All Attorneys' Fees and Costs will be paid from the Gross Settlement Amount. Plaintiffs and Class Counsel will not have the right to revoke this Settlement in the event that the Court does not approve the amount of Attorneys' Fees and Costs sought by Class Counsel. If the Court reduces the requested attorneys' fees, costs and expenses, any such reduction will be added to the Net Settlement Amount.

28. Class Representative Service Payments. Ugarte will apply to the Court for a Class Representative Service Payment of not more than Seventeen Thousand and Five Hundred Dollars (\$17,500), and Pineda will apply to the Court for a Class Representative Service Payment of not more than Seven Thousand and Five Hundred Dollars (\$7,500), without deductions, for their effort and work in prosecuting the Action on behalf of Class Members, and Defendants agree not to oppose such applications. The Class Representative Service Payments, which will be paid from the Gross Settlement Amount, will be in addition to each Plaintiff's right to an Individual Settlement Payment. Each Plaintiff will be issued an IRS Form 1099 in connection with these Service Payments, and they will be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this paragraph and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. Plaintiffs will not have the right to revoke this Settlement in the event that the Court does not approve the amount sought by Plaintiffs as Class Representative Service Payments. If the Court reduces the requested Class Representative Service Payments, any such reduction will be added to the Net Settlement Amount.

1 29. LWDA Payment. Subject to Court approval, the Parties agree that the amount of
2 Twenty Thousand Dollars (\$20,000) from the Gross Settlement Amount will be paid in settlement of
3 all individual and representative claims brought in the Action by or on behalf of Plaintiffs and Class
4 Members and aggrieved parties under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%) of this
5 sum, or Fifteen Thousand Dollars (\$15,000), will be paid to the LWDA (the “LWDA Payment”) and
6 Twenty-Five Percent (25%), or Five Thousand Dollars (\$5,000), will remain in the Net Settlement
7 Amount.

8 30. Settlement Administration Costs. The Settlement Administrator will be paid for the
9 reasonable costs of administration of the Settlement and calculation and distribution of payments.
10 These costs, which will be paid from the Gross Settlement Amount, will include payment for, *inter*
11 *alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and/or W-2
12 IRS Forms, preparing, distributing, and tracking Notices of Class Action Settlement,
13 confirming/auditing claims for payments for compliance with the Settlement, calculating and
14 distributing all payments to be made pursuant to the Settlement, providing reports and declarations,
15 hosting settlement documents on a website accessible to Class Members, and providing any required
16 notices of the proposed settlement to the appropriate federal and state officials as required by
17 applicable law.

18 31. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
19 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
20 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only,
21 (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a Final
22 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice of
23 Class Action Settlement to be sent to all Class Members as specified herein. In conjunction with the
24 Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the
25 terms of this Settlement, and will include the proposed Notice of Class Action Settlement.

26 32. Notifying LWDA of Settlement. Contemporaneous with Plaintiffs filing the motion for
27 preliminary approval of the Settlement, Plaintiffs’ counsel will serve a copy of the motion and this
28 Agreement on the LWDA pursuant to Labor Code § 2699(1)(2).

33. Delivery of the Class List. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records. The Class List will include the following information from Defendants’ records: each Class Member’s full name; most recent mailing address; and Social Security number. The Settlement Administrator is required to abide by Home Depot’s data security protocols, which are attached as Exhibit C. Within fourteen (14) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator; Plaintiffs’ counsel will not receive a copy of the list. However, within five (5) days of receipt of the Class List from Defendants, the Settlement Administrator shall provide to Class Counsel and Defendants’ counsel a copy of the administration spreadsheet, with identifying information redacted except for that of Plaintiffs, so that the Parties can review the estimated calculations of Workweeks and payment thereto to ensure accuracy. The Settlement Administrator shall not use the Class List or any information contained therein for any purpose other than to administer the Settlement in accordance with this Agreement. Upon completion of the administration of the Settlement, the Settlement Administrator shall destroy the Class List and any information contained therein or return it and all copies to Defendants.

34. Notices of Class Action Settlement. Within five (5) calendar days after providing Class Counsel and Defendants’ counsel the redacted administration spreadsheet, assuming the Parties have no changes to said spreadsheet, the Settlement Administrator will mail a Notice of Class Action Settlement to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. The Notice of Class Action Settlement will be in the form attached as Exhibit B, or as provided by Court order, and will include, but not be limited to, information regarding the nature of the Action; a summary of the substance of the Settlement, including Defendants’ denial of liability; the definition of the Settlement Class; the procedure and time period for objecting to the Settlement and participating in the Final Approval hearing; how settlement payments will be calculated; the Workweeks credited to each Class Member and his/her estimated Individual Settlement Payment; a statement that the Court has preliminarily approved the Settlement; a statement that Class Members will release the Released Claims unless they opt out; and information regarding the opt-out procedure.

1 35. Confirmation of Contact Information. Prior to mailing, the Settlement Administrator
2 will perform a search based on the National Change of Address Database for information to update and
3 correct for any known or identifiable address changes. Any Notices of Class Action Settlement
4 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be
5 sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto, and the
6 Settlement Administrator will indicate the date of such re-mailing on the Notice of Class Action
7 Settlement. If no forwarding address is provided, the Settlement Administrator will promptly attempt
8 to determine the correct address using an Accurint search/skip-trace, and will then perform a single re-
9 mailing. With regard to any Class Member whose Notice of Class Action Settlement is returned as
10 non-deliverable, and for whom the Settlement Administrator is unable to determine a reliable address
11 using reasonable and customary methods, their Individual Settlement Payment will be held by the
12 Settlement Administrator and distributed as described in Paragraph 50 below.

13 36. Disputed Information on Notices of Class Action Settlement. Class Members will have
14 an opportunity to dispute the information provided in their Notices of Class Action Settlement,
15 provided they file a dispute with the Settlement Administrator in writing postmarked no later than 45
16 days after the mailing of the Notices of Class Action Settlement, or such other deadline specified by
17 the Court. To the extent that any Class Member disputes the number of Workweeks stated on his/her
18 Notice of Class Action Settlement, he or she may produce evidence to the Settlement Administrator
19 showing that such information is inaccurate. The Settlement Administrator will advise the Parties of
20 such dispute, allow Defendants ten (10) business days after being notified in writing to respond with
21 any additional information or records, and then decide the dispute. Defendants' records will be
22 presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class
23 Member and will make the final decision as to the merits of the dispute.

24 37. Requests for Exclusion. Any Class Member who does not affirmatively opt out of the
25 Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of
26 the Settlement Agreement's terms, including those pertaining to the Released Claims, as well as any
27 Judgment that may be entered by the Court if it grants final approval of the Settlement. Any Class
28 Member wishing to opt-out from the Settlement Agreement must sign and postmark a written "Request

for Exclusion” to the Settlement Administrator within the Response Deadline. The Request for Exclusion must: (i) set forth the name, address, and telephone number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be postmarked on or before the Response Deadline. The postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Parties and their attorneys will not solicit or encourage any Class Member, directly or indirectly, to opt out of the Settlement Agreement. Any such action or attempt to do so will be deemed a material breach of the Agreement.

38. Defective Submissions. If a Class Member’s Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will attempt to contact the Class Member by telephone and mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever date is later (or such other deadline specified by the Court), to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

39. Objection Procedures. The Parties will propose the following procedure to object to the Settlement Agreement (“Objection”). A Class Member must mail a written Objection to the Settlement Agreement to the Settlement Administrator before the Response Deadline or file it with the Court and serve it on Class Counsel and Defendants’ counsel on or before the Response Deadline. The Objection must include: (a) the objector’s full name, signature, address, and telephone number, and (b) a written statement of all grounds for the Objection. The postmark date of the Objection will be deemed the exclusive means for determining that the Objection is timely. Plaintiffs and Class Counsel will not have the right to revoke this Settlement in the event the Court approves a different procedure for making an Objection. Class Members who fail to object in the manner specified above will be deemed to have waived all Objections to the Settlement and will be foreclosed from making any Objections, whether by appeal or otherwise, to the Settlement Agreement. Only Class Members who file and serve

1 timely Objections will have a right to appear at the Final Approval Hearing in order to have their
2 Objections heard by the Court but a Class Member who mails a timely Objection as described above
3 need not appear to have their Objection considered by the Court. At no time will any of the Parties or
4 their counsel seek to solicit or otherwise encourage Class Members to submit Objections to the
5 Settlement Agreement or appeal from the Order and Judgment.

6 40. Reports Regarding Settlement Administration. The Settlement Administrator will
7 provide Class Counsel and Defendants' counsel a weekly report that certifies the number of Class
8 Members who have submitted valid Requests for Exclusion, Objections, and disputes regarding dates
9 they performed work and/or calculations of Workweeks. Additionally, the Settlement Administrator
10 will provide to Class Counsel and Defendants' counsel any updated reports regarding the
11 administration of the Settlement Agreement as needed or requested and will immediately forward to
12 the Parties any objections mailed to the Settlement Administrator.

13 41. Defendants' Limited Right to Cancel. If seven and a half percent (7.5%) or more of the
14 Class Members submit valid and timely Requests for Exclusion, any Defendant shall have the absolute
15 right, in its sole discretion, and notwithstanding any other provisions of the Settlement Agreement, to
16 withdraw from, and cancel the Settlement Agreement in its entirety, whereupon the Settlement
17 Agreement will be null and void for all purposes, and may not be used or introduced in further
18 litigation. The right can be exercised only by a writing stating clearly that such Defendant is canceling,
19 and withdrawing from, the Settlement Agreement, which is sent by such Defendant's counsel to Class
20 Counsel, counsel for the other defendants, and the Settlement Administrator by mail or email no later
21 than five (5) business days after Defendants receive notice of the number of Requests for Exclusion
22 from the Settlement Administrator. Within fifteen (15) days of the Settlement Administrator receiving
23 the writing from such Defendant that it is canceling and withdrawing from the Settlement Agreement,
24 the Settlement Administrator shall provide the Parties with a report of all Settlement Administration
25 Costs incurred, and such Defendant will be responsible for paying any Settlement Administration Costs
26 already incurred as well as further costs, if any, for providing notice to the Class Members of such
27 Defendant's election to withdraw from or cancel the Settlement Agreement. If the right provided in
28 this paragraph is not so exercised, it shall be waived and cannot later be exercised.

42. Final Settlement Approval Hearing and Entry of Judgment. After expiration of the Response Deadline, 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: (i) Individual Settlement Payments; (ii) the LWDA Payment; (ii) the Class Representative Service Payments; (iii) Attorneys' Fees and Costs; and (iv) all Settlement Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than sixteen (16) court days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval, and will provide Defendants' counsel reasonable opportunity to review and provide comments regarding such documents before they are filed. Class Counsel will also be responsible for drafting the attorneys' fees and costs application.

43. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

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

45. Rights of Termination. Except as set forth above, if the Court or, in the event of an appeal, any appellate court modifies the scope of the release or any Defendant's financial obligations, or any judicial findings set forth in the Preliminary Approval Order or Final Approval Order and Judgment, any Defendant may terminate this Settlement by providing written notice of termination to Class Counsel, counsel for the other defendants, and the Settlement Administrator. Within fifteen (15) days of the Settlement Administrator receiving notice from such Defendant of such termination, the Settlement Administrator shall provide the Parties with a report of all Settlement Administration Costs incurred, and such Defendant will be responsible for paying any Settlement Administration Costs already incurred as well as further costs, if any, for providing notice to the Class Members of such Defendant's election to withdraw from or cancel the Settlement Agreement.

46. Judgment and Continued Jurisdiction. Contemporaneous with Plaintiffs filing the motion for final approval of the settlement, the Parties will present an agreed form of the Proposed

Judgment to the Court for its consideration. The Court, in its discretion, may enter a Judgment approved by it. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. In the event that a motion to enforce this Agreement is required to be filed due to a party's failure to comply with the terms herein, the prevailing party shall be awarded reasonable attorneys' fees and costs, which shall be in addition to any amounts to be paid under this settlement.

47. Funding of the Gross Settlement Amount. Within ten (10) days after the Effective Date, Defendants will deposit the Gross Settlement Amount into a settlement fund to be established by the Settlement Administrator by check, Automated Clearing House (ACH) transfer, or wire transfer, unless a Class Member moves to intervene in the Action or moves to vacate judgment within ten (10) days after the day the Court enters a judgment granting final approval of the settlement, in which case Defendants will deposit the Gross Settlement Amount into the settlement fund to be established by the Settlement Administrator within ten (10) days after the final date for the would-be aggrieved party to file a timely appeal, or, if any timely appeals or motions for reconsideration or review are filed, the date of final resolution of any such appeals or motions for reconsideration or review have been finally concluded.

48. Withdrawal of Claims, Charges, and Tolling Agreements. Upon final approval by the Court of the Settlement Agreement and upon funding of the Gross Settlement Amount, the Action will be dismissed with prejudice. Plaintiffs and Class Counsel agree that they will not file any other litigation or other claim against any Defendant on behalf of the Settlement Class alleging any Released Claims.

49. Distribution and Timing of Individual Settlement Payments. Within five (5) days of the receipt of the Gross Settlement Amount, the Settlement Administrator shall provide Class Counsel and Defendants' counsel the administration spreadsheet, with identifying information redacted save for that of Plaintiffs, regarding the final calculations for purposes of distributing the Gross Settlement Amount. The Parties must submit any requested changes to the spreadsheet, or confirm that they do not have

any requested changes, within five (5) days of receipt. Within ten (10) days of the Parties confirming that they do not have requested changes to the spreadsheet, the Settlement Administrator will issue payments to: (i) Participating Class Members; (ii) the LWDA; (iii) Plaintiffs for the Class Representative Service Payments; and (iv) Class Counsel for attorneys' fees and costs, unless a Class Member moves to intervene in the Action or moves to vacate judgment from when the Settlement Administrator receives the Gross Settlement Amount to ten (10) days of the Parties confirming that they do not have requested changes to the spreadsheet, in which case the Settlement Administrator will issue payments within ten (10) days after the final date for the would-be aggrieved party to file a timely appeal, or, if any timely appeals or motions for reconsideration or review are filed, the date of final resolution of any such appeals or motions for reconsideration or review have been finally concluded.. The Parties and the Settlement Administrator shall cooperate in finalizing the calculations as contained in the spreadsheet prior to the distribution of funds from the Gross Settlement Amount to comply with the time specifications herein. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement upon providing the certificate of completion described in Paragraph 51.

50. Unclaimed Funds. Participating Class Members will be mailed checks for their Individual Settlement Payments within ten (10) days of the Parties confirming they have no changes to the administration spreadsheet provided by Settlement Administrator, as detailed in Paragraph 49, except that checks will not be sent to Participating Class Members whose Notice of Class Action Settlement is returned as non-deliverable and for whom the Settlement Administrator is unable to determine a reliable address using reasonable and customary methods. Rather, the Individual Settlement Payments for Class Members who cannot be located, if any, will be held by the administrator. Checks will remain negotiable for 120 days ("First Check-Cashing Deadline"). If the funds remaining after the First Check-Cashing Deadline, including the value of Individual Settlement Payments for Class Members who cannot be located and the value of uncashed checks, exceed \$150,000, such funds will be redistributed, after payment of any unpaid costs or fees incurred in administering the remaining funds for such redistribution, to Participating Class Members who have cashed checks, pursuant to the formula set forth in Paragraph 26. Participating Class Members must

1 cash such checks within ninety (90) days of such issuance (the “Second Check-Cashing Deadline”). If
2 any Participating Class Member does not cash his or her check within the deadline specified herein, the
3 check will be void. This limitation shall be printed on the face of each check. The voidance of checks
4 shall have no effect on any Participating Class Member’s release of claims, obligations,
5 representations, or warranties as provided herein, which shall remain in full effect. If either (i) the
6 funds remaining after the First Check-Cashing Deadline do not exceed \$150,000, or (ii) there are funds
7 remaining after the Second Check-Cashing Deadline, such remaining funds, together with any
8 undistributed interest, shall be tendered by the Settlement Administrator to the California State
9 Controller’s Office in the name of and for the benefit of such Participating Class Members.

10 51. Certification of Completion. Upon completion of administration of the Settlement,
11 within ten (10) days after the Second Check-Cashing Deadline, the Settlement Administrator will
12 provide a written declaration under oath to certify such completion to the Court and counsel for all
13 Parties and to specify that monies, if any, have been provided by the Settlement Administrator via
14 proper escheatment procedures to the California State Controller’s Office, in the name of and for the
15 benefit of such Participating Class Members.

16 52. No Credit Towards Benefit Plans. The Individual Settlement Payments made to
17 Participating Class Members under this Settlement, as well as any other payments made pursuant to
18 this Settlement, will not be utilized to calculate any additional benefits under any benefit plans for
19 which any Class Members may be eligible, including, but not limited to: (i) profit-sharing plans, (ii)
20 bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick leave plans, (vii)
21 PTO plans, and (viii) any other benefit plan. Rather, it is the Parties’ intention that this Settlement
22 Agreement will not affect any rights, contributions, or amounts to which any Class Members may be
23 entitled under any benefit plans.

24 53. Tax Treatment of Payments to Participating Class Members From the Net Settlement
25 Amount. All payments to Participating Class Members identified in the Badge Data as “Employees”
26 of J.W. or Carpet Pros will be allocated as follows: eighty percent (80%) as penalties, expense
27 reimbursements, and interest for which IRS Forms 1099-MISC will be issued and twenty percent
28 (20%) as wages for which IRS Forms W-2 will be issued. For all other Participating Class Members

(“Subcontractor Workers”), the payments will be allocated as follows: To the extent that the payments correspond to Workweeks on or after January 1, 2015, they will be allocated as penalties, expense reimbursements, and interest for which IRS Forms 1099-MISC will be issued. To the extent that the payments correspond to Workweeks before January 1, 2015, eighty percent (80%) will be allocated as penalties, expense reimbursements, and interest for which IRS Forms 1099-MISC will be issued and twenty percent (20%) will be allocated as wages for which IRS Forms W-2 will be issued. These allocations reflect that, for the period since January 1, 2015, Plaintiffs principally claim that Defendants are liable to the Subcontractor Workers under California Labor Code section 2810.3, which does not require an employment relationship. The Settlement Administrator will issue all W-2 and 1099-MISC forms. J.W. and Carpet Pros will be solely responsible for any employer taxes due on payments to Participating Class Members. Plaintiffs and Participating Class Members understand and agree that, except for any employer payroll taxes, they will be solely responsible for the payment of any and all taxes and penalties assessed on the payments as described herein. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.

54. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any W-2, 1099, and/or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding the Participating Class Member’s share of all payroll taxes and penalties to the appropriate government authorities.

55. Non-Publicity. The Parties and their respective counsel, in consideration of their respective promises and agreements as set forth herein, will not publicize the Settlement (including electronically, by way of any web page, blog, tweet, social media, or other electronic means) except for the specific exceptions stated herein. This shall not apply to or limit the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of the Settlement, attorneys’ fees and costs of Class Counsel, the Class Representative Service Payments to Plaintiffs, and the other relief set forth in the Settlement. The Parties understand and agree that there may be media

coverage of the Settlement not initiated by Plaintiffs or Defendants, directly or indirectly, as a result of the public filings. Notwithstanding the foregoing, Plaintiffs, Defendants, and their respective counsel agree that no Party shall issue any press release to the news media, nor shall any Party communicate in any way with news media concerning the Settlement or the Action except in response to specific questions, which responses shall be limited to a statement that “this litigation has been resolved to the satisfaction of all parties” and then refer media to court filings. If Class Counsel describe or list this Settlement on their website or other online media, they may not mention Defendants by name, but may refer to Defendants only as “companies for whom individuals perform flooring installation work.” Class Counsel may also refer to this Settlement, after the filing of the motion for preliminary approval of the Settlement, in other court filings where prior experience is discussed. Nothing in this paragraph shall prevent any Defendant from disclosing and discussing information concerning the Settlement, the Settlement Amount, or the circumstances surrounding or giving rise to the Settlement, prior to the filing of the preliminary approval motion either internally among company management or to the extent otherwise required by law. Nothing in this paragraph shall restrict any Defendant from communicating with their current employees about their pay practices or any changes thereto. Nothing in this paragraph shall restrict Class Counsel from communicating with Class Members about the Settlement in their role as Class Counsel after Preliminary Approval, or limit the right of any Defendant to disclose the terms and circumstances of the Settlement to employees who have responsibility for overseeing or managing any Defendant’s litigation, law firms, accounting firms, and/or insurers that represent any Defendant, or persons who have an obligation to be informed about any Defendant’s litigation. For purposes of this section, media includes all print and digital media, including but not limited to newspapers, newsletters, magazines, articles, radio, blogs, websites, and social media sites.

56. Confidential Documents. Within 60 days of the Effective Date, each Party shall return, or confirm the destruction of, any documents or information that another Party designated as confidential pursuant to an applicable agreement or protective order.

57. No Prior Assignments. The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to

1 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
2 cause of action or right herein released and discharged.

3 58. Warrantees and Representations. Plaintiffs and Class Counsel warrant and represent
4 that (a) they are not currently aware of any unalleged facts or legal theories upon which any claims or
5 causes of action could be brought against any Defendant, except such facts and theories encompassed
6 within the Released Claims; (b) they have no current intention of asserting any other claims against
7 any Defendant in any judicial or administrative forum (other than the Action); (c) they do not currently
8 know of or represent any persons who have expressed any interest in pursuing litigation or seeking any
9 recovery against any Defendant; (d) they will not solicit the representation of any other current or
10 former person who performed flooring installation work as an installer or helper to bring an action
11 against any Defendant; and (e) they will not disclose or use any confidential information obtained in
12 the Action for any purpose other than the representation of Plaintiffs in the Action. The Parties
13 acknowledge, understand, and agree that the representations and warrantees described in this paragraph
14 are essential to the Settlement Agreement and that Defendants would not enter into this Settlement
15 were it not for these representations and warrantees. This paragraph does not prohibit discussions
16 between Class Counsel and Plaintiffs regarding the Action, this Settlement, or the claims, or from
17 discussing with Class Members who initiate contact with Class Counsel whether to participate in the
18 Settlement or opt-out of the Settlement. Further, nothing in this provision is intended to violate
19 California Rule of Professional Conduct 5.6(a)(2).

20 59. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
21 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
22 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be
23 null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
24 will likewise be treated as void from the beginning. In the event that the Settlement is terminated or
25 cancelled or fails to become effective, the Parties shall be deemed to have reverted *nunc pro tunc* to
26 their respective status as of the date and time immediately before the execution of this Agreement and
27 they shall proceed in all respects as if this Agreement had not been executed, and without prejudice in
28 any way from the negotiation, fact, or terms of this Settlement.

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

61. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

62. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties and their counsel or their successors-in-interest.

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

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

65. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and PDF or other scanned copies of the signature page, will be deemed to be one and the same instrument for all purposes in effectuating and enforcing this Settlement Agreement.

66. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

67. Waiver. No waiver of any condition or covenant contained in this Settlement 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.

68. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement 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 Settlement Agreement.

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

70. Cooperation and Execution of Necessary Documents. All Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement, and will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. Additionally, the Parties agree they shall not appeal, move for reconsideration, or move to vacate any order or judgment entered by the Court granting final approval of the Settlement.

71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement.

72. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all parties, and 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.

//

//

//

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFFS

Dated: 7/17/2022, 2022

By Jaime Ugarte
Jaime Ugarte

Dated: _____, 2022

By _____
Julian Pineda

DEFENDANTS

Dated: _____, 2022

By _____
Stephanie Aferiat
Home Depot U.S.A., Inc.

Dated: _____, 2022

By _____
John Wallace
J.W. Floor Covering, Inc.

Dated: _____, 2022

By _____
Saeed Paymozd
S.P. Carpet Pros, Inc.

APPROVED AS TO FORM

THE ARNS LAW FIRM

Dated: 7/18/2022, 2022

By Robert Arns
Robert S. Arns
Attorneys for Plaintiffs

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFFS

Dated: _____, 2022

By _____
Jaime Ugarte

Dated: 7/17/2022, 2022

By _____

Julian Pineda

DEFENDANTS

Dated: _____, 2022

By _____
Stephanie Aferiat
Home Depot U.S.A., Inc.

Dated: _____, 2022

By _____
John Wallace
J.W. Floor Covering, Inc.

Dated: _____, 2022

By _____
Saeed Paymozd
S.P. Carpet Pros, Inc.

APPROVED AS TO FORM

THE ARNS LAW FIRM

Dated: _____, 2022

By _____
Robert S. Arns
Attorneys for Plaintiffs

**AKIN GUMP STRAUSS HAUER &
FELD LLP**

Dated: _____, 2022

By _____
Gregory W. Knopp
Attorneys for Defendant
Home Depot U.S.A., Inc.

CAHILL & CAMPITIELLO LLP

Dated: _____, 2022

By _____
Lawrence G. Campitiello
Attorneys for Defendant
J.W. Floor Covering, Inc.

LAW OFFICE OF PATRICIA MURPHY

Dated: _____, 2022

By _____
Patricia A. Murphy
Attorneys for Defendant
S.P. Carpet Pros, Inc.

2 **READ CAREFULLY BEFORE SIGNING**

3 **PLAINTIFFS**

4
5 Dated: _____, 2022

By _____
Jaime Ugarte

6
7 Dated: _____, 2022

By _____
Julian Pineda

8
9 **DEFENDANTS**

10
11 Dated: _____, 2022

By _____
Stephanie Aferiat
Home Depot U.S.A., Inc.

12
13 Dated: _____, 2022

By _____
John Wallace
J.W. Floor Covering, Inc.

14
15 Dated: July 18, 2022

16
17 By  _____
Saeed Paymoozd
S.P. Carpet Pros, Inc.

18
19 **APPROVED AS TO FORM**

20
21 **THE ARNS LAW FIRM**

22
23 Dated: _____, 2022

By _____
Robert S. Arns
Attorneys for Plaintiffs

**AKIN GUMP STRAUSS HAUER &
FELD LLP**

Dated: _____, 2022

By _____
Gregory W. Knopp
Attorneys for Defendant
Home Depot U.S.A., Inc.

CAHILL & CAMPITIELLO LLP

Dated: _____, 2022

By _____
Lawrence G. Campitiello
Attorneys for Defendant
J.W. Floor Covering, Inc.

LAW OFFICE OF PATRICIA MURPHY

Dated: July 14, 2022

By Patricia A. Murphy
Patricia A. Murphy
Attorneys for Defendant
S.P. Carpet Pros, Inc.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFFS

Dated: _____, 2022

By _____
Jaime Ugarte

Dated: _____, 2022

By _____
Julian Pineda

DEFENDANTS

Dated: _____, 2022

By _____
Stephanie Aferiat
Home Depot U.S.A., Inc.

Dated: July 18, 2022

By 
Christopher Tiffany
J.W. Floor Covering, Inc.

Dated: _____, 2022

By _____
Saeed Paymozd
S.P. Carpet Pros, Inc.

APPROVED AS TO FORM

THE ARNS LAW FIRM

Dated: _____, 2022

By _____
Robert S. Arns
Attorneys for Plaintiffs

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**AKIN GUMP STRAUSS HAUER &
FELD LLP**

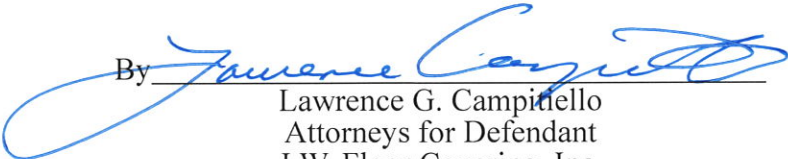
Dated: _____, 2022

By _____

Gregory W. Knopp
Attorneys for Defendant
Home Depot U.S.A., Inc.

CAHILL & CAMPITIELLO LLP

Dated: 7-18-, 2022

By  _____

Lawrence G. Campitiello
Attorneys for Defendant
J.W. Floor Covering, Inc.

LAW OFFICE OF PATRICIA MURPHY

Dated: _____, 2022

By _____

Patricia A. Murphy
Attorneys for Defendant
S.P. Carpet Pros, Inc.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFFS

Dated: _____, 2022

By _____
Jaime Ugarte

Dated: _____, 2022

By _____
Julian Pineda

DEFENDANTS

Dated: _ July 18, 2022

By Stephanie Aferiat
Stephanie Aferiat
Home Depot U.S.A., Inc.

Dated: _____, 2022

By _____
John Wallace
J.W. Floor Covering, Inc.

Dated: _____, 2022

By _____
Saeed Paymozd
S.P. Carpet Pros, Inc.

APPROVED AS TO FORM

THE ARNS LAW FIRM

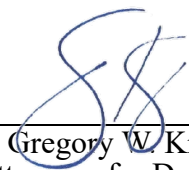
Dated: _____, 2022

By _____
Robert S. Arns
Attorneys for Plaintiffs

**AKIN GUMP STRAUSS HAUER &
FELD LLP**

Dated: July 27, 2022

By



Gregory W. Knopp
Attorneys for Defendant
Home Depot U.S.A., Inc.

CAHILL & CAMPITIELLO LLP

Dated: _____, 2022

By

Lawrence G. Campitiello
Attorneys for Defendant
J.W. Floor Covering, Inc.

LAW OFFICE OF PATRICIA MURPHY

Dated: _____, 2022

By

Patricia A. Murphy
Attorneys for Defendant
S.P. Carpet Pros, Inc.