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Universal Container & Packaging, LLC.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO JUSTICE CENTER**

RAMON URQUIZA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

ASC STAFFING GROUP, LLC, a
California Limited Liability Company;
UNIVERSAL CONTAINER &
PACKAGING, LLC, a California Limited
Liability Company; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: CIVSB2218188

[Hon. Jessica Morgan, Dept. S-17]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: August 26, 2022
Trial Date: None Set

1 This Class Action and PAGA Settlement and Release ("Settlement Agreement") is entered
2 into by and between Plaintiff Ramon Urquiza ("Plaintiff"), on behalf of himself and the Class, on the
3 one hand, and Defendants, ASC Staffing Group, LLC and Universal Container & Packaging, LLC
4 ("Defendants"), on the other hand. Plaintiff and Defendants are collectively referred to herein as
5 "Parties" and individually referred to herein as "Party."

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties
7 agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the
8 Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and
9 the Class on the one hand and Defendant on the other hand.

10 **DEFINITIONS**

11 1. "Action" means *Ramon Urquiza v. ASC Staffing Group, LLC, et al.*, Superior Court
12 of the State of California for the County of San Bernardino, Case No. CIVSB2218188.

13 2. "Class" means: all hourly, non-exempt employees who were hired by ASC Staffing
14 Group, LLC and placed to work at Universal Container & Packaging, LLC, in the State of California,
15 at any time from August 26, 2018 through May 31, 2024.

16 3. "Class Counsel" means the Law Office of Scott Ernest Wheeler.

17 4. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and
18 resolution of this Action and Class Counsel's expenses and costs incurred in connection with this
19 Action.

20 5. "Class Information" means information regarding Class Members that Defendants will
21 in good faith compile from its records and provide to the Settlement Administrator. It shall be
22 formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each
23 Class Member's full name; social security number; last known address; last known telephone number;
24 and number of Compensable Work Weeks and Compensable PAGA Work Weeks.

25 6. "Class Member" means each person who is a member of the Class defined above and
26 who is eligible to participate in this Settlement.

27 7. "Class Period" means the time period from August 26, 2018 through May 31, 2024.
28

1 8. “Class Representative Service Award” means the amount that the Court authorizes to
2 be paid to Plaintiff in recognition of, *inter alia*, Plaintiff’s efforts and risks in assisting with the
3 prosecution of the Action and in return for executing a general release with Defendants.

4 9. “Compensable Work Week” or “Compensable Work Weeks” means a reasonable
5 estimate of weeks worked by each Class Member as a non-exempt employee in California for
6 Defendants individually and collectively by all Class Members during the Class Period based on
7 Defendants’ records and used as a value to calculate Individual Settlement Payments. The number
8 of Compensable Work Weeks for each Class Member will be determined by adding all the calendar
9 days within the inclusive dates of employment for the employee and dividing that number by seven.
10 Any partial workweek will be expressed as a percentage of a full workweek. If it can be readily
11 determined, workweeks where someone was employed but did not record any hours can be excluded
12 from this calculation.

13 10. “Compensable PAGA Work Week” or “Compensable PAGA Work Weeks” means a
14 reasonable estimate of weeks worked by each PAGA Member, as a nonexempt employee in
15 California for Defendants, individually and collectively by all PAGA Members, during the period
16 from of June 22, 2021 through May 31, 2024, based on Defendants’ records and used as a value to
17 calculate PAGA Payments. The number of Compensable PAGA Work Weeks for each PAGA
18 Member, will be determined by adding all the calendar days within the inclusive dates of
19 employment for the employee and dividing that number by seven. Any partial workweek will be
20 expressed as a percentage of a full workweek. If it can be readily determined, workweeks where
21 someone was employed but did not record any hours can be excluded from this calculation.

22 11. “Court” means the Superior Court for the County of San Bernardino, State of
23 California.

24 12. “Defendants” mean ASC Staffing Group, LLC, a California Limited Liability
25 Company; and Universal Container & Packaging, LLC

26 13. “Effective Date” means the date on which the Superior Court’s Final Approval Order
27 and Judgment becomes final and Defendants fully fund the settlement. The Superior Court’s Final
28 Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the

1 Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order
2 and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn,
3 but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the
4 Final Approval Order and Judgment is filed by the Court; or (c) if there is an Objection to the
5 Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the
6 Settlement has been filed within sixty-five (65) calendar days following the date that the Final
7 Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other
8 appellate proceeding opposing the validity of the Settlement has been resolved finally and
9 conclusively with no right to pursue further remedies or relief.

10 14. "Final Approval Order and Judgment" means an order and judgment that the Court
11 will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

12 15. "Gross Settlement Amount" means the maximum amount which Defendants are
13 obligated to pay under this Settlement Agreement, which is Five Hundred Thousand Dollars
14 (\$500,000.00), subject to increase under the circumstances as set forth in paragraph 58. This is an "all
15 in" non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement
16 Amount. No portion of the Gross Settlement Amount will revert to Defendants under any
17 circumstances. Payments of any appropriate and lawfully-required employer's share of the payroll
18 taxes on the taxable portion of the settlement payments shall be paid separately from the Gross
19 Settlement Amount by Defendants at the time the Gross Settlement Amount is funded.

20 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
21 Amount to each Settlement Class Member.

22 17. "LWDA" means the California Labor and Workforce Development Agency.

23 18. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel
24 Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA
25 penalties, and Settlement Administration Costs.

26 19. "Notice of Class and PAGA Settlement" means the notice, substantially in the form
27 attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA
28 Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement

process, and each Class Member's estimated Individual Settlement Payment. Notice of Class Settlement will be provided to the Class in English and Spanish.

20. "Operative Complaint" means the First Amended Class Action Complaint on file in this action.

21. "Objection" means a letter or other written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is objecting to any of the terms of the Settlement.

22. "PAGA Member" or "PAGA Members" means all hourly, non-exempt employees who were hired by ASC Staffing Group, LLC and placed to work at Universal Container & Packaging, LLC, in the State of California, at any time during the time period of June 22, 2021 through May 31, 2024.

23. "Parties" means Plaintiff and Defendants, collectively, and "Party" means either Plaintiff or Defendants, individually.

24. "Payment Ratio" means the respective Compensable Work Weeks for each Settlement Class Member divided by the total Compensable Work Weeks for all Settlement Class Members.

25. "PAGA Payment Ratio" means the respective Compensable PAGA Work Weeks for each PAGA Member divided by the total Compensable PAGA Work Weeks for all PAGA Members.

26. "PAGA Period" means the time period from June 22, 2021 through May 31, 2024.

27. "Plaintiff" refers to Ramon Urquiza.

28. "Preliminary Approval Date" means the date upon which the Court files an order substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the Settlement.

29. "Request for Exclusion" means a letter or other written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is electing to be excluded from the Settlement.

30. "Released Claims by Plaintiff" is set forth in paragraph 47 below. Plaintiff releases the "Released Claims by Plaintiff" as of the date Defendants fully fund this Settlement.

1 31. “Released Claims by Settlement Class Members” means: As of the date Defendant
2 fully funds this Settlement, Settlement Class Members shall fully and finally release and discharge
3 Released Parties, from August 26, 2018 through May 31, 2024, from any and all claims, debts,
4 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
5 action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts
6 and claims alleged in the Operative Complaint, including any claims for: (a) failure to provide required
7 meal periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest
8 periods, California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California Labor
9 Code §§ 510, 1194 and 1198; (d) failure to pay minimum wages, California Labor Code §§ 1194 and
10 1197; (e) failure to timely pay wages §§ 204 and 210; (f) failure to timely pay all wages during
11 employment and to discharged and quitting employees, California Labor Code §§ 201-204, 210; (f)
12 failure to furnish accurate, itemized wage statements, California Labor Code §§ 226 and 226.3; (g)
13 failure to reimburse necessary business expenses, California Labor California Labor Code §2802; and
14 (h) unlawful business practices under California, Business and Professions Code §17200, et seq.;
15 predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order
16 as alleged in the Operative Complaint including but not limited to, claims for restitution and other
17 equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other
18 amounts claimed on account of the allegations or the primary rights asserted in the Operative
19 Complaint. This release shall apply to any and all claims arising at any point during the Class Period.
20 Upon entry of the Final Approval Order and funding of the total Gross Settlement Amount, all
21 Participating Class Members will forever completely release and discharge the Released Parties from
22 the Released Claims for the Release Period. Plaintiff and Defendants intend that the Settlement
23 described in this Settlement Agreement will release and preclude any further claim, whether by
24 lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and
25 all of the Participating Class Members to obtain a recovery to any and all of the Released Claims. This
26 release excludes the release of claims not otherwise permitted by law, i.e. Worker’s Compensation
27 and unemployment insurance benefits.

1 32. “Released Parties” collectively mean: (i) Defendants; (ii) Defendants’ respective past,
2 present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and
3 assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members,
4 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

5 33. “Response Deadline” means forty-five (45) days after the postmark date of the Notice
6 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date
7 on which Class Members may: (a) submit a Request for Exclusion; (b) submit an Objection to the
8 Settlement; or (c) Work Week dispute.

9 34. “Settled PAGA Claims”, means penalties only under the Private Attorneys General
10 Act (“PAGA”), based upon the Released Claims by PAGA Members that serves the basis for
11 penalties only pursuant to Labor Code § 2699 *et seq.*, for : (a) failure to provide required meal
12 periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest periods,
13 California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California Labor Code
14 §§510, 1194, 1197 and 1198; (d) failure to pay minimum wages, California Labor Code §§ 1194
15 and 1197; (e) failure to timely pay all wages due during employment and to discharged and quitting
16 employees, California Labor Code §§ 201-204, 210; (f) failure to furnish accurate, itemized wage
17 statements, California Labor Code §§ 226 and 226.3; (g) failure to maintain required records,
18 California Labor Code §§ 226, 1174; (h) failure to reimburse for necessary business expenses,
19 California Labor Code § 2802; and primary rights alleged in Plaintiff’s Operative Complaint and in
20 Plaintiff’s PAGA Notice dated May 25, 2022.

21 35. “Settlement” means the disposition of the Action pursuant to this Agreement.

22 36. “Settlement Administration Costs” means the amount to be paid to the Settlement
23 Administrator from the Gross Settlement Amount for administration of this Settlement.

24 37. “Settlement Administrator” means Phoenix Settlement Administrators (“Phoenix”),
25 the Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations
26 of the Notice of Class Settlement; printing and mailing the Notice of Class Settlement to the Class in
27 English and Spanish; (b) receiving and reporting the Requests for Exclusion and Objections submitted
28 by Class Members; (c) providing declaration(s) as necessary in support of preliminary and/or final

1 approval of this Settlement; (d) processing and mailing payments to Plaintiff, Class Counsel, the
2 LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the
3 Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the
4 Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties
5 agree that they have no financial interest or other relationship with Phoenix that could create a conflict
6 of interest. Should a conflict of interest or other issue lead to the disqualification of the selected
7 Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

8 38. "Settlement Class" or "Settlement Class Members" means all Class Members who
9 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

10 RECITALS

11 39. Procedural History. On August 26, 2022, Plaintiff filed a PAGA only complaint
12 against Defendant in San Bernardino Superior Court, Case No. CIVSB2218188. Defendant has filed
13 an answer to Plaintiff's complaint. Plaintiff filed a First Amended Class Action Complaint on July
14 17, 2023 which is the "Operative Complaint."

15 40. Investigation and Discovery. The Parties have conducted significant investigation of
16 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
17 discovery and investigation included, *inter alia*, the exchange of information and extensive documents
18 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
19 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
20 law as applied to the facts of Plaintiff's claims and Defendants' potential defenses thereto.

21 41. Mediation. The Parties participated in a private mediation session with the highly
22 experienced mediator, Tripper Ortman, Esq., on January 10, 2024. After a full day of mediation, the
23 Parties were unable to resolve the matter. Thereafter the Parties continued their negotiations until the
24 Parties were able to reach a proposed settlement regarding the material terms for a proposed class
25 action and PAGA settlement that would fully resolve this matter.

26 42. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
27 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
28 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of

1 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
2 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
3 Action, both generally and in response to Defendants' defenses thereto, and the difficulties in
4 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
5 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
6 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
7 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
8 best interests of the Class.

9 43. Defendants' Reasons for Settlement. Defendant has concluded that any further defense
10 of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendants'
11 time, energy, and resources have been and, unless this Settlement is completed, will continue to be
12 devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken into account
13 the risks of further litigation in reaching its decision to enter into this Settlement. Even though
14 Defendants continue to contend that it is not liable for any of the claims alleged by Plaintiff in this
15 Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in
16 this Settlement Agreement to put to rest the claims in this Action.

17 **STIPULATION AND AGREEMENT**

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

20 45. It is agreed by and among Plaintiff and Defendants that this Settlement shall bind the
21 Plaintiff, Settlement Class Members, and Defendants, subject to the terms and conditions hereof.

22 46. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
23 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
24 "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
25 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
26 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
27 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
28 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 advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor 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.

47. Released Claims by Plaintiff. As of the date Defendants fully fund the Settlement, Plaintiff, agrees to the Release of Claims by Settlement Class Members, which is set forth in paragraph 31 above. In addition to Release of Claims by Settlement Class Members and as a material inducement to Defendant to enter into this Settlement Agreement, Plaintiff does hereby, for himself and for his spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns, forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with or work for Defendants or the remuneration for or termination of such employment.

Without limiting the generality of the foregoing, Plaintiff expressly release all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 222, 225.5, 223.2, 224, 225, 225.5, 226.7, 227.3, 246, 248.1, 248.2, 248.3, 248.6, 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2, 1198, 2802, 2698 et seq., and 2802); the Wage Orders of the California Industrial Welfare Commission; the California Private

1 Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200
2 et seq.; the California Civil Code, to include, but not limited to, section 3336 and 3294; the California
3 common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law;
4 and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff's Released
5 Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive
6 damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination,
7 harassment, and wrongful termination such as by way of example only, (as amended) 42 U.S.C.
8 section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age
9 Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the
10 law of contract and tort. This release excludes the release of claims not permitted by law. As to the
11 Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms
12 of section 1542 of the California Civil Code. Section 1542 reads as follows:

13 **A general release does not extend to claims that the creditor or releasing party does**
14 **not know or suspect to exist in his or her favor at the time of executing the release**
15 **and that, if known by him or her, would have materially affected his or her**
settlement with the debtor or releasing party.

16 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
17 and complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge
18 that this Settlement Agreement is intended to include in its effect, without limitation, all claims that
19 Plaintiff knew of, as well as all claims that they do not know or suspect to exist in their favor against
20 the Released Parties, or any of them, for the time period from the beginning of time to the execution
21 of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment
22 of any such claims. Plaintiff and Plaintiff's Counsel do not currently intend to pursue any claims
23 against Defendants, including, but not limited to, any and all claims relating to or arising from
24 Plaintiff's employment with Defendants, and that Plaintiff's Counsel is not currently aware of any
25 facts or legal theories upon which any claims or causes of action could be brought against
26 Defendants, excepting those facts or legal theories alleged in the Operative Complaint in this
27 Action. This release does not include claims which cannot be released such as unemployment or
28 Worker's Compensation benefits.

1 48. Class Certification. For settlement purposes only, Defendants will stipulate that the
2 Settlement Class Members described herein who do not request exclusion from the Settlement Class
3 may be conditionally certified as a settlement class. This stipulation to certification is in no way an
4 admission that class action certification is proper and shall not be admissible in this or in any other
5 action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final
6 Approval for any reason, the Parties' stipulation to class certification as part of the Settlement
7 Agreement shall become null and void *ab initio* and shall have no bearing on but remains protected
8 by California Evidence Code Section 1152 and shall not be admissible in connection with, the issue
9 of whether or not certification would be appropriate in a non-settlement context. Plaintiff expressly
10 reserves his rights and declares that he will continue to pursue class certification and a trial should the
11 Court fail to grant Final Approval.

12 49. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
13 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
14 have this matter presented to the Court for preliminary and final approval.

15 50. Release of Claims by Settlement Class Members. Settlement Class Members release
16 the "Released Claims by Settlement Class Members," as defined, as of the date Defendants fully fund
17 the Settlement.

18 51. Release of Settled PAGA Claims. PAGA Members release the "Settled PAGA
19 Claims," as defined, as of the date Defendants fully fund the Settlement.

20 52. Settlement Administration. Within fourteen (14) calendar days after the Preliminary
21 Approval Date, Defendants shall provide the Settlement Administrator with the Class Information.

22 53. Notice to the Class. Upon receipt of the Class Information, the Settlement
23 Administrator will perform a search based on the National Change of Address Database to update and
24 correct any known or identifiable address changes. Within ten (10) calendar days after receiving the
25 Class Information, the Settlement Administrator shall mail copies of the Notice of Class Settlement
26 to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise
27 its best judgment to determine the current mailing address for each Class Member. The address
28

1 identified by the Settlement Administrator as the current mailing address shall be presumed to be the
2 best mailing address for each Class Member.

3 a. Undeliverable Notices. Any Notice of Class Settlement returned to the
4 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to
5 the forwarding address affixed thereto within ten (10) calendar days. For any undeliverable Notice of
6 Class Settlement returned for which no forwarding address is affixed, the Settlement Administrator
7 will conduct its investigation for an updated address of the Class Member and re-mail the Notice of
8 Class Action Settlement. If an updated address is found, the Settlement Administrator shall have
9 seven (7) days to re-mail the Notice of Class Action Settlement from receipt of the undelivered
10 envelope. The Settlement Administrator will provide a cover letter notifying the Class Member of the
11 extended Response Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement
12 shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement to:
13 (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement.

14 (1) Verification of Class Member Employment Status. If Notice of Class
15 Action Settlement sent to a Class Member is determined to be
16 undeliverable, the Settlement Administrator shall verify the
17 employment status of the Class Member with Defendants within five
18 (5) days of receipt of the undeliverable Notice of Class Action
19 Settlement. If the Class Member is a current employee of Defendants,
20 Defendants shall take all reasonable efforts to obtain the current
21 address from the Class Member and shall provide the same with seven
22 (7) days of notice from the Settlement Administrator.

23 b. Disputes Regarding Individual Settlement Payments. Class Members will have
24 the opportunity, should they disagree with Defendants' records regarding the dates of employment
25 stated in the Notice of Class Settlement, to provide documentation and/or an explanation to show
26 contrary information by the Response Deadline. The dispute form must: (a) contain the full name,
27 address, and telephone number of the Class Member, and the last four digits of the Class Member's
28 social security number or full employee ID number; (b) contain the case name and case number; (c) a

1 clear statement by the Class Member that he or she is disputing the number of Compensable
2 Workweeks and the basis for the dispute; (d) any documentation demonstrating that the number of
3 Compensable Workweeks listed in the Notice of Class Settlement is incorrect; (e) be signed by the
4 Class Member; and (f) be postmarked by the Response Deadline. The date of the postmark on the
5 return mailing envelope on the dispute form shall be the exclusive means used to determine whether
6 it has been timely submitted. If there is a dispute, the Settlement Administrator will consult with the
7 Parties to determine whether an adjustment is warranted. In addition to U.S. Mail, a Class Member
8 may also submit a dispute form by facsimile or email to the Settlement Administrator within the
9 Response Deadline. The Settlement Administrator shall then determine the eligibility for, and the
10 amounts of, any Individual Settlement Payments under the terms of this Agreement. In the absence of
11 circumstances indicating fraud, manipulation or destruction, Defendants' records shall be given a
12 rebuttable presumption of accuracy.

13 c. Request for Exclusion. Class Members who wish to exclude themselves from
14 the Settlement must submit to the Settlement Administrator a Request for Exclusion by the Response
15 Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number
16 of the Class Member, and the last four digits of the Class Member's social security number or full
17 employee ID number; (b) contain the case name and case number; (c) a clear statement by the Class
18 Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class
19 Member; and (e) be postmarked by the Response Deadline if submitted by U.S. Mail. The date of the
20 postmark on the return mailing envelope on the Request for Exclusion submitted by U.S. Mail shall
21 be the exclusive means used to determine whether it has been timely submitted. In addition to U.S.
22 Mail, a Class Member may also submit a Request for Exclusion by facsimile or email to the Settlement
23 Administrator within the Response Deadline. A Request for Exclusion shall not be presumptively
24 invalid if it does not contain the requirements of (a) through (d) if the Settlement Administrator can
25 ascertain the identity of the Class Member who wants to exclude themselves from the Settlement. Any
26 Class Member who requests to be excluded from the Settlement Class shall not be entitled to any
27 recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right
28 to object, appeal or comment thereon except as to any distribution based upon PAGA penalties.

1 PAGA Members will receive their share of the PAGA Payment and the Settled PAGA Claims will be
2 released even if the Class Member submits a timely Request for Exclusion. Class Members who fail
3 to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound
4 by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

5 d. Objections. Class Members who wish to object to the Settlement can either
6 mail or send by facsimile or email to the Settlement Administrator a written Objection by the
7 Response Deadline. The Objection should: (a) contain the full name, address, and telephone number
8 of the Class Member, and the last four digits of the Class Member's social security number; (b)
9 contain the case name and case number; (c) the dates of employment of the Class Member; (d) be
10 signed by the Class Member; (e) state the basis for the Objection, including any legal briefs, papers
11 or memoranda in support of the Objection; and (f) be postmarked by the Response Deadline. The
12 date of the postmark on the return mailing envelope on the Objection shall be the exclusive means
13 used to determine whether the Objection has been timely submitted. Class Members who submit a
14 timely Objection will have a right to appear at the final approval hearing in order to have their
15 Objection heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or
16 otherwise encourage Class Members to submit Objections to the Settlement or appeal from the Final
17 Approval Order and Judgment. Class Counsel shall not represent any Class Members with respect to
18 any such Objections. The Settlement Administrator will provide the Parties with any Objection
19 within five (5) calendar days of receipt of the Objection. Plaintiff will file any and all Objections
20 with the Court in advance of the Final Approval Hearing. Oral or written Objections may also be
21 made at the Final Approval hearing without a written objection being submitted, but only with the
22 Court's express permission. If the Court rejects the objection, the individual will be bound by the
23 terms of the Settlement.

24 e. If greater than five (5) percent of the Class Members opt out or object to this
25 Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount is
26 5% or more, Defendants will have the right to rescind and terminate the Settlement without prejudice
27 to its pre-settlement positions and defenses in the litigation. In such a case, the Parties and any funds
28

1 to be awarded shall be returned to their respective statuses as of the date and time immediately prior
2 to the execution of this Agreement.

3 f. Except for those Settlement Class Members who exclude themselves in
4 compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members
5 will: (i) be deemed to be Participating Class Members for all purposes under this Settlement
6 Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the
7 Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
8 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
9 of the Settlement.

10 54. Funding Gross Settlement Amount. After Final Approval by the Court, Defendant
11 shall wire transfer the full Gross Settlement Amount along with Defendants' share of the payroll taxes
12 to the Settlement within ten (10) calendar days of the Effective Date.

13 55. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
14 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
15 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
16 last known mailing address.

17 a. The Settlement Administrator shall calculate the total Compensable Work
18 Weeks and Compensable PAGA Work Weeks for all Settlement Class Members based on the Class
19 Information provided by Defendant. The respective Compensable Work Weeks for each Settlement
20 Class Member will be divided by the total Compensable Work Weeks for all Settlement Class
21 Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation will
22 apply to determining the Payment Ratio for Compensable PAGA Work Weeks. Each Settlement Class
23 Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or
24 her Individual Settlement Payment.

25 b. Individual Settlement Payments due to each Settlement Class Member shall be
26 designated as follows:

27 1. Twenty percent (20%) of the Individual Settlement Payment shall
28 represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all

1 applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be
2 deducted from the amount paid to Settlement Class Members. The Settlement Administrator will
3 issue a W-2 Form to each Settlement Class Member in relation to this payment.

4 2. Seventy percent (70%) of the Individual Settlement Payment shall
5 represent payment of all penalties. These payments will not be subject to withholding of local, state,
6 and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement
7 Class Member in relation to these payments.

8 3. Ten percent (10%) of the Individual Settlement Payment shall represent
9 payment of all interest. These payments will not be subject to withholding of local, state, and federal
10 taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member
11 in relation to these payments.

12 (a). Class Members With Missing/Unverifiable Social Security
13 Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an Individual
14 Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue
15 Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all
16 necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable
17 IRS regulations on issuing 1099's without a social security number or tax entity identification number,
18 and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross
19 Settlement Amount, including, but not limited to limiting payments below the reportable threshold
20 and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact
21 Class Members who are entitled to payments that exceed the taxable income threshold twice, with at
22 least 30 days between the two contacts.

23 c. Uncashed Settlement Checks. Individual Settlement Payment checks shall
24 remain negotiable for one hundred and eighty (180) days from the postmark date of issuance. If the
25 Settlement Check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the
26 check will be voided, and the funds associated with any such voided checks shall be distributed to the
27 State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class
28 Member. The Release will be binding upon all Participating Class Members, including those who do

1 not cash their checks within the 180-day period. The Parties agree that this disposition results in no
2 “unpaid cash residue,” or “unclaimed or abandoned funds” as the entire Net Settlement Amount will
3 be paid out to the Participating Class Members, whether or not they all cash their payment checks.

4 d. Certification By Settlement Administrator. The Parties have the right to
5 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
6 Administrator concerning the administration of the Settlement will be resolved by the Court, under
7 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
8 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
9 completion of administration of the Settlement, the Settlement Administrator shall provide written
10 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
11 necessary.

12 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
13 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
14 in the year in which such awards actually are received by the Settlement Class Members. It is expressly
15 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
16 Settlement Class Member to additional compensation or benefits under any company compensation
17 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
18 any Settlement Class Member to any increased pension and/or retirement, or other deferred
19 compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments
20 provided for in this Agreement are the sole payments to be made by Defendants to the Settlement
21 Class Members in connection with this Settlement, and that the Settlement Class Members are not
22 entitled to any new or additional compensation or benefits as a result of having received the Individual
23 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
24 compensation plan document that might have been in effect during the period covered by this
25 Settlement).

26 f. Class Representative Service Award. Defendant agrees not to oppose or object
27 to a Class Representative Service Award to Plaintiff of up to Ten Thousand Dollars (\$10,000.00),
28 subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to

1 Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be solely
2 and legally responsible to pay any and all applicable taxes on his Class Representative Service Award
3 and shall hold harmless Defendants and Class Counsel from any claim or liability for taxes, penalties,
4 or interest arising as a result of the Class Representative Service Award payment. The Class
5 Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment. This
6 Settlement is not contingent upon the Court awarding Plaintiff a Class Representative Service Award
7 in any amount, and any amount requested by Plaintiff for the Class Representative Service Award that
8 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
9 Class Members as provided in this Amended Agreement.

10 g. Class Counsel Award. Defendants agree not to oppose or object to any
11 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
12 Settlement Amount, or One Hundred and Sixty-Seven Thousand Dollars (\$167,000.00). Defendants
13 further agree not to oppose any application or motion by Class Counsel for the reimbursement of any
14 costs or expenses associated with Class Counsel's prosecution of this matter from the Gross
15 Settlement Amount not to exceed Twenty Thousand Dollars (\$20,000.00). Class Counsel shall be
16 solely and legally responsible to pay all applicable taxes on the payment made pursuant to this
17 paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for
18 the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court
19 awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested by
20 Class Counsel for the Class Counsel Award and costs that is not granted by the Court shall return to
21 the Net Settlement Amount and be distributed to Settlement Class Members as provided in this
22 Agreement.

23 h. Settlement Administration Costs. The Settlement Administrator shall be paid
24 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
25 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
26 Twenty-Seven Thousand Dollars (\$27,000.00). Prior to the filing of a motion for final approval of this
27 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the costs
28 of administration. Any amount requested by the Settlement Administrator for administration costs that

1 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
2 Class members as provided in this Amended Agreement. Defendants will pay any fees incurred by
3 the Settlement Administrator if the settlement is not approved.

4 i. PAGA Payment. Fifty Thousand dollars (\$50,000) from the Gross Settlement
5 Amount will be allocated to penalties under the Private Attorneys General Act of 2004. Seventy-five
6 percent (75%) of that amount, or \$37,500, will be paid to the LWDA and twenty-five (25%) of that
7 amount, or \$12,500, will be paid to the PAGA Members based upon Compensable PAGA Work
8 Weeks as determined by the PAGA Payment Ratio as set forth in Paragraph 25. This PAGA Payment
9 is made pursuant to California Labor Code § 2699(i).

10 56. Tax Liability: Class Counsel and Defendant make no representation as to the tax
11 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
12 Members are not relying on any statement or representation by Class Counsel or Defendants in this
13 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
14 responsible for the payment of any taxes and penalties assessed on their respective payments described
15 herein. The amount of federal income tax withholding will be based upon a flat withholding rate for
16 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
17 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
18 withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in
19 the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this
20 Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax
21 law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may
22 be modified in a manner to bring Defendants into compliance with any such changes.

23 57. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
24 Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement
25 Administration Costs, Defendants' share of employer payroll taxes and PAGA Payment, shall all be
26 distributed by the Settlement Administrator within ten (10) calendar days of receipt of the full Gross
27 Settlement Amount from Defendants. Prior to distribution of Individual Settlement Payments to the
28

1 Settlement Class Members and PAGA Members, the Settlement Administrator shall update the Class
2 and PAGA Members addresses using the National Change of Address Database.

3 58. Work Week Differential. It is currently estimated that there were 3,400 Class Members
4 who collectively worked 65,000 Compensable Work Weeks through May 31, 2024. If it is determined
5 by Plaintiff's counsel and confirmed by the Settlement Administrator that more than 68,250 (5%)
6 additional Class Members existed through final approval, the Gross Settlement Amount will be
7 increased on a pro rata basis according to the number of additional Class Members in excess of 68,250
8 (5%).

9 59. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
10 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
11 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b)
12 the Class Counsel Award; (c) the Class Representative Service Awards; (d) PAGA Payment; and (e)
13 the Settlement Administration Costs.

14 60. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
15 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
16 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;
17 (d) the Settlement does not become final for any other reason; or (e) the Court fails or refuses to
18 approve any material condition of this Settlement Agreement which effects a fundamental change of
19 the Settlement Agreement, this entire Settlement Agreement shall be null and void and
20 unenforceable as to all Parties herein at the option of any Party but remains protected by California
21 Evidence Code Section 1152, and any order or judgment entered by the Court in furtherance of this
22 Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds to be
23 awarded under this Settlement shall be returned to their respective statuses as of the date and time
24 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
25 if this Agreement had not been executed, except that any fees already incurred by the Settlement
26 Administrator shall be paid by Defendants. Further, if the Settlement Agreement is voided or fails
27 for any reason, Plaintiff and Defendants will have no further obligations under the Settlement
28 Agreement, including any obligation by Defendant to pay the Settlement Amount, or any amounts

1 that otherwise would have been owed under this Settlement Agreement except for the costs incurred
2 by the Settlement Administrator. In the event an appeal is filed from the Court's Final Approval
3 Order and Judgment, or any other appellate review is sought, administration of the Settlement shall
4 be stayed pending final resolution of the appeal or other appellate review, and any fees incurred by
5 the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's
6 Final Approval Order and Judgment, or any other appellate review, shall be paid to the Settlement
7 Administrator by the party or person that filed the appeal, within thirty (30) calendar days of said
8 notification.

9 61. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
10 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
11 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
12 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

13 62. No Admission by Defendants. Defendants deny any and all claims alleged in this
14 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
15 admission and shall not be used against Defendants as an admission or indication with respect to any
16 claim of any fault, concession, or omission by Defendants. Nonetheless, Defendants desire to settle
17 and compromise the matters at issue in the Action to avoid further substantial expense and the
18 inconvenience and distraction of protracted and burdensome litigation. Defendants also have taken
19 into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in
20 the defenses that it has asserted or could assert against Plaintiff and/or any Settlement Class Member,
21 has determined that it is desirable and beneficial that the claims of Plaintiff and the Settlement Class
22 be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

23 63. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
24 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
25 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
26 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
27 constitute a part of this Agreement.

28

1 64. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, holding the Action in
3 abeyance pending the final approval hearing to be conducted by the Court.

4 65. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
5 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
6 with this Agreement shall be resolved as follows:

7 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
8 Member, or Defendants' Counsel, on behalf of Defendants, at any time believe that the other Party
9 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of
10 the alleged violation.

11 b. Upon receiving notice of the alleged violation or dispute, the responding Party
12 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
13 with the reasons why the Party disputes all or part of the allegation.

14 c. If the response does not address the alleged violation to the initiating Party's
15 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
16 differences.

17 d. If Class Counsel and Defendant's Counsel are unable to resolve their
18 differences after twenty (20) calendar days, either Party shall first contact the mediator (Tripper
19 Ortman) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate
20 motion for enforcement with the Court. The briefing of such motion should be in letter brief form and
21 shall not exceed five (5) single-spaced pages (excluding exhibits).

22 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
23 this Section may be recovered by any Party that prevails under the standards set forth within the
24 meaning of applicable law.

25 66. Notice. Unless otherwise specifically provided herein, all notices, demands or other
26 communications given hereunder shall be in writing and shall be deemed to have been duly given as
27 of the third business day after (i) emailing and (ii) mailing by United States registered or certified
28 mail, return receipt requested, addressed:

1 To the Settlement Class:

2 LAW OFFICE OF SCOTT ERNEST WHEELER
3 Scott Ernest Wheeler
4 Justin A. Wheeler
5 250 West First Street, Suite 216
6 Claremont, California 91711
7 Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

8 To Defendant:

9 MORLEY MASON, PLC
10 Daniel J. Ban, (SBN 172521)
11 2600 West Geronimo Pl., Suite 100
12 Chandler, Arizona 85224
Telephone: (480) 320-1254
Facsimile: (480) 505-0926
Email: dban@morleymason.com

13 67. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties and approved by the Court.

15 68. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
16 the entire Agreement among these Parties, and no oral or written representations, warranties, or
17 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
18 representations, warranties, and covenants contained and memorialized in the Agreement and its
19 Exhibits.

20 69. 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 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
23 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
24 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
25 and use their best efforts to affect the implementation of the Settlement. In the event the Parties are
26 unable to reach agreement on the form or content of any document needed to implement the
27 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
28 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such

1 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that
2 they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants
3 that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim,
4 covered by this Settlement to a third-party.

5 70. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
6 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 71. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
8 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
9 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
10 or rights released and discharged by this Settlement Agreement.

11 72. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
12 Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement,
13 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
14 part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into
15 this Settlement Agreement with the intention of avoiding further disputes and litigation with the
16 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it,
17 along with all related documents such as the notices, and motions for preliminary and final approval,
18 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
19 inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement,
20 and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part
21 of this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is
22 not approved, the stipulation will be of no force or effect.

23 73. California Law Governs. All terms of this Settlement Agreement and the Exhibits
24 hereto shall be governed by and interpreted according to the laws of the State of California.

25 74. Counterparts. This Settlement Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
27 instrument.
28

1 75. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
2 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
3 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

4 76. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6,
5 the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
6 of the terms of this Settlement Agreement and all orders and judgments entered in connection
7 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
8 of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders
9 and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to
10 approval by the Court.

11 77. Construction. The Parties hereto agree that the terms and conditions of this Settlement
12 Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that
13 this Settlement Agreement shall not be construed in favor of or against any Party based on the extent
14 to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff
15 and Defendants expressly waive the common-law and statutory rule of construction that ambiguities
16 should be construed against the drafter of an agreement and further agree, covenant, and represent that
17 the language in all parts of this Settlement Agreement shall be in all cases construed as a whole,
18 according to its fair meaning.

19 78. Captions and Interpretations. Paragraph titles or captions contained herein are inserted
20 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
21 of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is
22 contractual and not merely a recital.

23 79. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
24 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
25 successors and assigns.

26 80. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
27 because the members of the Settlement Class are numerous, it is impossible or impractical to have
28 each Settlement Class Member execute this Settlement Agreement. The Notice will advise all

Settlement Class Members of the binding nature of the release provided herein and such Release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

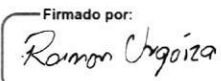
81. Voluntary Agreement. The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waves any right they might ever have to claim that this Settlement Agreement was in any way induced by fraud.

82. Opportunity to Consult with Counsel. Prior to execution of this Settlement Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

83. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

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

Dated: 8/20/2024

By: 
3187C622CB8B451
Ramon Urquiza

ASC Staffing Group, LLC

Dated: 8/7/2024

By: 
Adriana Melendez

Title: Vice President

1 Settlement Class Members of the binding nature of the release provided herein and such Release
2 shall have the same force and effect as if this Settlement Agreement were executed by each
3 Settlement Class Member.

4 81. Voluntary Agreement. The Parties acknowledge that they have entered into this
5 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
6 or undue influence of any Party, and not in reliance on any promises, representations, or statements
7 made by the other Parties other than those contained in this Settlement Agreement. Each of the
8 Parties hereto expressly waves any right they might ever have to claim that this Settlement
9 Agreement was in any way induced by fraud.

10 82. Opportunity to Consult with Counsel. Prior to execution of this Settlement
11 Agreement, each Party has read this entire Settlement Agreement and has been given the
12 opportunity to consult with independent counsel of their choosing and to have such independent
13 counsel advise as to the meaning of this Settlement Agreement and its legal effect.

14 83. Counterparts. This Settlement Agreement may be executed in counterparts, and when
15 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed
16 an original, and, when taken together with other signed counterparts, shall constitute one fully-signed
17 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
18 signatures shall have the same force and effect as an original.

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

23 Dated: _____

By: _____

Ramon Urquiza

ASC Staffing Group, LLC

24
25
26 Dated: 8/7/2024

By: Adriana Melendez

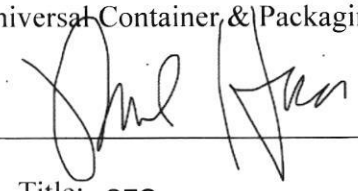
Adriana Melendez

Title: Vice President

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Universal Container & Packaging, LLC

Dated: 8-8-2024

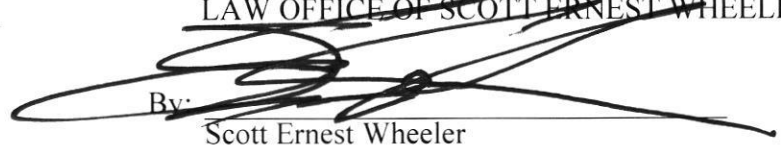
By: 

Title: CFO

APPROVED AS TO FORM:

Dated: 

LAW OFFICE OF SCOTT ERNEST WHEELER

By: 
Scott Ernest Wheeler
Justin A. Wheeler

*Attorneys for Plaintiff Ramon Urquiza and the
Putative Class*

Dated:

MORLEY MASON, PLC

By: 
Daniel Ban

*Attorneys for Defendants, ASC Staffing Group, LLC.
Universal Container & Packaging, LLC.*