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PREMIUM ELECTRIC CORP.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

FERNANDO CAMACHO, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

PREMIUM ELECTRIC CORP., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22STCV26878

[Assigned to the Hon. David S. Cunningham
III in Dept. 11]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: August 18, 2022

Trial Date: None Set

This Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Fernando Camacho (“Plaintiff”), on one hand, and defendant Premium Electric Corp. (“Defendant”), on the other hand. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Fernando Camacho v. Premium Electric Corp.*, Case No. 22STCV26878, initiated on August 18, 2022, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employees” means Class Members working for Defendant as hourly-paid, non-exempt employees during the PAGA Period in the State of California.

1.5. “Class” or “Settlement Class” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees at any time during the Class Period in the State of California.

1.6. “Class Counsel” means David D. Bibiyan of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last four (4) digits of the last known Social Security

Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from August 18, 2018 through November 7, 2023.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named defendant Premium Electric Corp.

1.17. “Defense Counsel” means Michelle Finkel Ferber, Jonathan R. Babione, and Jessica M. Di Palma of Ferber Law, APC.

1.18. “Effective Date” means the date when all of the following events have occurred: (1) this Settlement Agreement has been executed by all Parties, Class Counsel and Defendant’s Counsel; (2) the Court has given Preliminary Approval to this Settlement Agreement; (3) the Class Notice has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of this Settlement Agreement or opt out of the Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval and Final Judgment

certifying the Settlement Class, and approving this Settlement Agreement; and (5) in the event there are written objections filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's Final Approval approving this Settlement Agreement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's Final Approval approving this Settlement Agreement has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing this Settlement Agreement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

1.22. "Gross Settlement Amount" means \$350,000.00 (Three Hundred Fifty Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below, and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

1 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
2 entitled, under Labor Code section 2699, subd. (i).

3 1.27. “LWDA PAGA Payment” means 75% of the PAGA Penalties to be paid to the LWDA
4 under Labor Code section 2699, subd. (i).

5 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
6 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
7 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
8 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
9 paid to Participating Class Members as Individual Class Payments.

10 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
11 Settlement by sending the Administrator a valid and timely Request for Exclusion.

12 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
13 for Defendant for at least one day during the PAGA Period.

14 1.31. “PAGA Period” means the period from May 19, 2021 through the end of the Class Period.

15 1.32. “PAGA” means the Private Attorneys’ General Act (Labor Code §§ 2698. *et seq.*).

16 1.33. “PAGA Notice” means Plaintiff’s May 19, 2022 letter to Defendant and the LWDA,
17 providing notice pursuant to Labor Code section 2699.3 subd. (a).

18 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties (\$20,000.00) to be
19 paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00)
20 and 75% to the LWDA (\$15,000.00) in settlement of PAGA claims.

21 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
22 timely Request for Exclusion from the Settlement.

23 1.36. “Plaintiff” means Fernando Camacho, the named plaintiff in the Action.

24 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
25 Settlement.

26 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
27 and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiff’s
28 presentation of the same to the Court.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendant and all its current and former parents and subsidiaries, and all current or former shareholders, officers, employees, directors, principals and agents thereof.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member was employed by and worked for the Defendant for at least one day in a non-exempt, hourly position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On May 19, 2022, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (“PAGA Notice”).

2.2. On August 18, 2022 Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay

1 minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure
2 to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon
3 separation; (6) failure to provide accurate wage statements; (7) violation of Labor Code § 227.3;
4 (8) failure to reimburse for business expenses; and (9) engaging in unfair competition (the “Class
5 Action). As part of the complaint, Plaintiff also sought civil penalties under Private Attorneys’
6 General Act (“PAGA”) for the various Labor Code violations alleged in the PAGA Notice
7 (“Action”). Defendant denies the allegations in both complaints, denies any failure to comply
8 with the laws identified in the complaints, and denies any and all liability for the causes of action
9 alleged in the complaints.

10 2.3. On November 7, 2023, the parties participated in an all-day mediation presided over by
11 Eve Wagner, Esq. which led to this Agreement to settle the Action.

12 2.4. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll
13 records for 100% of the estimated 221 putative class members for the Class Period; (2) class data
14 points, including average rates of pay, total hours worked during the Class Period, the number of
15 pay periods worked during the Class Period, the number of terminated/separated Class Members
16 in the waiting time penalty period, the number of current and former Aggrieved Employees,
17 number of hours worked, and number of pay periods in the wage statement/PAGA Period; (3)
18 Defendant’s wage and hour policy documents; and (4) all personnel records of Plaintiff in the
19 custody, possession and control of Defendant. Plaintiff’s investigation was sufficient to satisfy
20 the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App.
21 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130
22 (Dunk/Kullar).

23 2.5. The Court has not granted class certification.

24 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
25 other pending matter or action asserting claims that will be extinguished or affected by the
26 Settlement.

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1 **3. MONETARY TERMS**

2 3.1. Gross Settlement Amount. Defendant promises to pay \$350,000.00 as the Gross
3 Settlement Amount, unless escalated pursuant to Paragraph 8.1 of this Agreement, and to
4 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
5 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll
6 taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will
7 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
8 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
9 Gross Settlement Amount will revert to Defendant.

10 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
11 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
12 in the Final Approval:

13 3.2.1. To Plaintiff: Class Representative Service Payment to Class Representative or
14 named plaintiff of not more than \$7,500.00, in addition to any Individual Class Payment
15 and any Individual PAGA Payment the Class Representative or named plaintiff is
16 entitled to receive as a Participating Class Member. Defendant will not oppose
17 Plaintiff's request for a Class Representative Service Payment that does not exceed this
18 amount. As part of the motion for Class Counsel Fees Payment and Class Litigation
19 Expenses Payment, Plaintiff will endeavor to seek Court approval for any Class
20 Representative Service Payments no later than 16 court days prior to the Final Approval
21 Hearing. If the Court approves a Class Representative Service Payment less than the
22 amount requested, the Administrator will retain the remainder in the Net Settlement
23 Amount. The Administrator will pay the Class Representative Service Payment using
24 IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes
25 owed on the Class Representative Service Payment.

26 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which,
27 unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to
28 be \$122,500.00 and a Class Counsel Litigation Expenses Payment of not more than

1 \$25,000.00. Defendant will not oppose requests for these payments provided that do not
2 exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for
3 Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final
4 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
5 Counsel Litigation Expenses Payment less than the amounts requested, the
6 Administrator will allocate the remainder to the Net Settlement Amount. Released
7 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising
8 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel
9 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
10 Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
11 Class Counsel assumes full responsibility and liability for taxes owed on the Class
12 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
13 Defendant harmless, and indemnifies Defendant, from any dispute or controversy
14 regarding any division or sharing of any of these Payments. There will be no additional
15 charge of any kind to either the Settlement Class Members or request for additional
16 consideration from Defendant for such work unless, Defendant materially breaches this
17 Agreement, including any term regarding funding, and further efforts are necessary from
18 Class Counsel to remedy said breach, including, without limitation, moving the Court
19 to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation
20 costs and expenses in amounts that are less than the amounts provided for herein, then
21 the unapproved portion(s) shall be a part of the Net Settlement Amount.

22 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
23 \$7,690.00 except for a showing of good cause and as approved by the Court. To the
24 extent the Administration Expenses are less or the Court approves payment less than
25 \$7,690.00, the Administrator will retain the remainder in the Net Settlement Amount.

26 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
27 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
28 all Participating Class Members during the Class Period and (b) multiplying the result

by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 30% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 221 Class Members who collectively worked a total of 11,500 Workweeks, and 135 Aggrieved Employees who worked a total of 5,992 PAGA Pay Periods.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall initially make a payment of \$200,000.00 to the Administrator no later than November 8, 2024. Thereafter, Defendant shall fully fund the remainder of the Gross Settlement Amount, \$150,000.00, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator by either May 8, 2025, or fourteen (14) calendar days after Effective Date, whichever is later.

4.4. Payments from the Gross Settlement Amount. Within seven (7) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration

1 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
2 Payment and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
3 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
4 Payment shall not precede disbursement of Individual Class Payments and the Individual PAGA
5 Payments.

6 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
7 Individual PAGA Payments and send them to the Class Members via First Class U.S.
8 Mail, postage prepaid. The face of each check shall prominently state the date (not less
9 than 180 days after the date of mailing) when the check will be voided. The
10 Administrator will cancel all checks not cashed by the void date. The Administrator will
11 send checks for Individual Settlement Payments to all Participating Class Members
12 (including those for whom Class Notice was returned undelivered). The Administrator
13 will send checks for Individual PAGA Payments to all Aggrieved Employees including
14 Non-Participating Class Members who qualify as Aggrieved Employees (including
15 those for whom Class Notice was returned undelivered). The Administrator may send
16 Participating Class Members a single check combining the Individual Class Payment
17 and the Individual PAGA Payment. Before mailing any checks, the Settlement
18 Administrator must update the recipients' mailing addresses using the National Change
19 of Address Database.

20 4.4.2. The Administrator must conduct a Class Member Address Search for all other
21 Class Members whose checks are returned undelivered without USPS forwarding
22 address. Within seven (7) days of receiving a returned check the Administrator must re-
23 mail checks to the USPS forwarding address provided or to an address ascertained
24 through the Class Member Address Search. The Administrator need not take further
25 steps to deliver checks to Class Members whose re-mailed checks are returned as
26 undelivered. The Administrator shall promptly send a replacement check to any Class
27 Member whose original check was lost or misplaced, requested by the Class Member
28 prior to the void date.

1 4.4.3. For any Class Member whose Individual Class Payment check or Individual
2 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
3 shall transmit the funds represented by such checks to Legal Aid at Work (“Cy Pres
4 Recipient”), for use in the County of Los Angeles, pursuant to Code of Civil Procedure
5 Section 384, subd. (b). The Parties, Class Counsel and Defense Counsel represent that
6 they have no interest or relationship, financial or otherwise, with the intended Cy Pres
7 Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no
8 interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

9 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not
10 obligate Defendant to confer any additional benefits or make any additional payments
11 to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
12 this Agreement.

13 **5. RELEASE OF CLAIMS**

14 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
15 and on the date when Defendant fully fund the entire Gross Settlement Amount and fund all
16 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
17 Class Members, and Class Counsel will release claims against all Released Parties as follows:

18 5.1. Plaintiff’s Release. Plaintiff and their respective former and present spouses,
19 representatives, agents, attorneys, heirs, administrators, successors and assigns generally release
20 and discharge Released Parties from all claims, transactions or occurrences including, but not
21 limited to: (a) all claims that were or reasonably could have been alleged based on the facts
22 contained in the Operative Complaint and (b) all PAGA claims that were or reasonably could
23 have been alleged based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notice,
24 or ascertained during the Action and released under 5.2 and 5.4 below (“Plaintiff’s Release”).
25 Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any
26 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
27 workers’ compensation benefits that arose at any time, or based on occurrences outside the Class
28 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in

1 addition to, the facts or law that Plaintiff now know or believe to be true but agree, nonetheless,
2 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
3 different or additional facts or Plaintiff's discovery of them.

4 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
5 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
6 provisions, rights and benefits, if any, of section 1542 of the California Civil Code,
7 which reads:

8 A general release does not extend to claims that the creditor or releasing party does not
9 know or suspect to exist in his or her favor at the time of executing the release, and that
10 if known by him or her would have materially affected his or her settlement with the
11 debtor or Released Party.

12 5.2. Release by Participating Class Members: For the duration of the Class Period, all
13 Participating Class Members, on behalf of themselves and their respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released
15 Parties from all claims, rights, demands, damages, liabilities, and causes of action, in law or in
16 equity, arising at any time during the Class Period for the claims that were alleged or reasonably
17 could have been alleged based on the facts stated in the Operative Complaint including: (1) all
18 claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all
19 claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for
20 failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all
21 wages due upon separation; (6) all claims for failure to provide accurate wage statements; (7) all
22 claims for violation of Labor Code § 227.3; (8) all claims for failure to reimburse for business
23 expenses; and (9) all claims asserted through California Business & Professions Code section
24 17200, *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint.

25 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
26 release any other claims, including claims for vested benefits, wrongful termination, violation of
27 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
28 workers' compensation, or claims based on facts occurring outside the Class Period.

1 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
2 Employees are deemed to release, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
4 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
5 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA
6 Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558,
7 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor
8 Code sections 96, 98.6, 200, 201 201.3, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et*
9 *seq.*, 404, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2699, 2802, and 2810.5,
10 among others.

11 **6. MOTION FOR PRELIMINARY APPROVAL**

12 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
13 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
14 Approvals.

15 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense
16 Counsel prior to filing all documents necessary for obtaining Preliminary Approval, including:
17 (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval
18 that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the
19 PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order
20 Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class
21 Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for
22 administering the Settlement and attesting to its willingness to serve; competency; operative
23 procedures for protecting the security of Class Data; amounts of insurance coverage for any data
24 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
25 conflicts of interest with Class Members and the proposed Cy Pres; and the nature and extent of
26 any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed
27 declaration from Plaintiff confirming willingness and competency to serve and disclosing all
28 facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed

1 declaration from each Class Counsel firm attesting to its competency to represent the Class
2 Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
3 of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
4 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined
5 version of the parties' Agreement showing all modifications made to the Model Agreement ready
6 for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest
7 with Class Members, the Administrator and/or Cy Pres Recipient. In their Declarations, Plaintiff
8 and Class Counsel Declaration shall aver that they are not aware of any other pending matter or
9 action asserting claims that will be extinguished or adversely affected by the Settlement.

10 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
11 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
12 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
13 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
14 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
15 Administrator.

16 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
17 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
18 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
19 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
20 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
21 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
22 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
23 Court's concerns.

24 **7. SETTLEMENT ADMINISTRATION**

25 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
26 Administration ("Apex") to serve as the Administrator and verified that, as a condition of
27 appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
28 specified in this Agreement in exchange for payment of Administration Expenses. The Parties

1 and their Counsel represent that they have no interest or relationship, financial or otherwise, with
2 the Administrator other than a professional relationship arising out of prior experiences
3 administering settlements.

4 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
5 Identification Number for purposes of calculating payroll tax withholdings and providing reports
6 to state and federal tax authorities.

7 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
8 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
9 468B-1.

10 7.4. Notice to Class Members

11 7.4.1. No later than three (3) business days after receipt of the Class Data, the
12 Administrator shall notify Class Counsel that the list has been received and state the
13 number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class
14 Data.

15 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
16 days after receiving the Class Data, the Administrator will send to all Class Members
17 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
18 the Class Notice with Spanish translation, substantially in the form attached to this
19 Agreement as Exhibit “A.” The first page of the Class Notice shall prominently estimate
20 the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment
21 payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
22 applicable) used to calculate these amounts. Before mailing Class Notices, the
23 Administrator shall update Class Members’ addresses using the National Change of
24 Address database.

25 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
26 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
27 using any forwarding address provided by the USPS. If the USPS does not provide a
28 forwarding address, the Administrator shall conduct a Class Member Address Search,

and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it

1 fails to contain all the information specified in the Class Notice. The Administrator shall
2 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
3 the identity of the person as a Class Member and the Class Member's desire to be
4 excluded. The Administrator's determination shall be final and not appealable or
5 otherwise susceptible to challenge. If the Administrator has reason to question the
6 authenticity of a Request for Exclusion, the Administrator may demand additional proof
7 of the Class Member's identity. The Administrator's determination of authenticity shall
8 be final and not appealable or otherwise susceptible to challenge.

9 7.5.3. Every Class Member who does not submit a timely and valid Request for
10 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
11 to all benefits and bound by all terms and conditions of the Settlement, including the
12 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
13 regardless whether the Participating Class Member actually receives the Class Notice
14 or objects to the Settlement.

15 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment or
17 have the right to object to the class action components of the Settlement. Because future
18 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
19 Participating Class Members who are Aggrieved Employees are deemed to release the
20 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
21 PAGA Payment.

22 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
23 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
24 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
25 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
26 allocation by communicating with the Administrator via fax, email, or mail. The Administrator
27 must encourage the challenging Class Member to submit supporting documentation. In the
28 absence of any contrary documentation, the Administrator is entitled to presume that the

1 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
2 Data. The Administrator's determination of each Class Member's allocation of Workweeks
3 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
4 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
5 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
6 the challenges.

7 **7.7. Objections to Settlement**

8 7.7.1. Only Participating Class Members may object to the class action components of
9 the Settlement and/or this Agreement, including contesting the fairness of the
10 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
11 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

12 7.7.2. Participating Class Members may send written objections to the Administrator, by
13 fax, email or mail. In the alternative, Participating Class Members may appear in Court
14 (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
15 Hearing. A Participating Class Member who elects to send a written objection to the
16 Administrator must do so not later than 45 days after the Administrator's mailing of the
17 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
18 mailed).

19 7.7.3. Non-Participating Class Members have no right to object to any of the class action
20 components of the Settlement.

21 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
22 performed or observed by the Administrator contained in this Agreement or otherwise.

23 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
24 and use an internet website to post information of interest to Class Members, including
25 the date, time and location for the Final Approval Hearing and copies of the Settlement
26 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
27 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
28 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,

the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include/provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class

Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 221 Class Members and no more than 11,500 total Workweeks during the Class Period; and (2) there were 135 Aggrieved Employees who worked approximately 5,992 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendant represents that there are no more than 11,500 Workweeks worked during the Class Period. In the event the number of Workweeks worked increases by more than 10%, or an additional 1,150 Workweeks during the Class Period, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 11,500 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 11,500. The Parties agree that the Workweek Value amounts to \$30.43 per Workweek (\$350,000 / 11,500 Workweeks). Thus, for example, should there be

1 15,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by
2 \$106,505 (15,000 Workweeks – 11,500 Workweeks x \$30.43/Workweek.)

3 **9. MOTION FOR FINAL APPROVAL**

4 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
5 final approval of the Settlement that includes a request for approval of the PAGA settlement
6 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
7 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
8 of these documents to Defense Counsel for review at least three (3) business days prior to filing
9 the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and
10 confer in person or by telephone, and in good faith, to resolve any disagreements concerning the
11 Motion for Final Approval.

12 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by
13 a Participating Class Member, including the right to file responsive documents in Court no later
14 than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the
15 Court.

16 9.2. Duty to Cooperate. If the Court does not grant Final Approval, conditions Final Approval
17 on any material change to the Settlement (including, but not limited to, the scope of release to be
18 granted by Class Members) or if the Settlement is terminated by either Party in accordance with
19 this Settlement Agreement, the Parties will request that the Court reopens the proceedings within
20 14 days. Notwithstanding the foregoing, the Parties agree to expeditiously work together in good
21 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
22 Approval. The Court’s decision to award less than the amounts requested for the Class
23 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
24 Expenses Payment and Administrator Expenses Payment shall not constitute a material
25 modification to the Agreement within the meaning of this paragraph.

26 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
27 Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of
28 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,

and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.

1 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
2 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
3 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
4 Defendant's defenses in the Action have merit. The Parties agree that class certification and
5 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
6 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to
7 contest certification of any class for any reasons, and Defendant reserves all available defenses
8 to the claims in the Action, and Plaintiff reserves the right to move for class certification on any
9 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
10 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
11 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
12 and this Agreement). Payment of wages does not extend or alter the Class Members' or
13 Aggrieved Employees' period of employment for any purpose.

14 11.2. Confidentiality. The Class Representative and Class Counsel will not make any public
15 disclosures of any kind regarding the Settlement, including but not limited to postings on Class
16 Counsel's website and postings on any social media sites/outlets. Class Counsel will take all
17 steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere
18 to, the restriction against any public disclosures regarding the Settlement. Class Counsel will not
19 include or use the Settlement for any marketing or promotional purposes, or for attempting to
20 influence Defendant's business relationships, either before or after the Motion for Preliminary
21 Approval is filed. Following preliminary approval of the Settlement, the Class Representative
22 and Class Counsel will not initiate any communications with the media or third parties. If
23 contacted by the media or third parties (except for Class Members and the Settlement
24 Administrator), the Class Representative and Class Counsel will only discuss information
25 publicly available. Class Counsel will take all steps necessary to ensure the Class Representative
26 is aware of, and will encourage her to adhere to, the restriction against initiating any media
27 comment. Class Counsel further agrees not to use the Settlement or any of its terms for any
28 marketing or promotional purposes. Nothing herein will restrict Class Counsel from including

publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are

1 providing any advice regarding taxes or taxability nor shall anything in this Settlement be relied
2 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
3 Part 10, as amended) or otherwise.

4 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
5 modified, changed, or waived only by an express written instrument signed by all Parties or their
6 representatives, and approved by the Court.

7 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
8 the benefit of, the successors of each of the Parties.

9 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
10 governed by and interpreted according to the internal laws of the State of California, without
11 regard to conflict of law principles.

12 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
13 this Agreement. This Agreement will not be construed against any Party on the basis that the
14 Party was the drafter or participated in the drafting.

15 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
16 during Action and in this Agreement relating to the confidentiality of information shall survive
17 the execution of this Agreement.

18 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
19 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
20 in connection with the mediation, other settlement negotiations or in connection with the
21 Settlement, may be used only with respect to this Settlement and no other purpose, and may not
22 be used in any way that violates any existing contractual agreement, statute, or rule of court.

23 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
26 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign) or email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: _____, 2024

Fernando Camacho
Plaintiff and Class Representative

Dated: February 28th, 2024



Premium Electric Corp.
Defendant
By: Artin DerStepanian
Its: RMO

1 **AGREED AS TO FORM:**

2 Dated: _____, 2024

3 _____
4 David D. Bibiyan
5 Vedang J. Patel
6 Counsel for Plaintiff, Fernando Camacho

7 Dated: February 29, 2024

8 
9 _____
10 Michelle Finkel Ferber
11 Jonathan R. Babione
12 Jessica M. Di Palma
13 Counsel for Defendant, Premium Electric Corp.
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11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign) or email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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IT IS SO AGREED:

Dated: 02/27, 2024


Camacho (Feb 27, 2024 16:24 PST)

Fernando Camacho
Plaintiff and Class Representative

Dated: _____, 2024

Premium Electric Corp.
Defendant

By: _____
Its: _____

AGREED AS TO FORM:

Dated: February 29, 2024

Vedang J. Patel
David D. Bibiyah
Vedang J. Patel
Counsel for Plaintiff, Fernando Camacho

Dated: _____, 2024

Michelle Finkel Ferber
Jonathan R. Babione
Jessica M. Di Palma
Counsel for Defendant, Premium Electric Corp.