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Attorneys for Defendant NATIONAL METAL STAMPINGS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JORGE HUIZAR, on behalf of himself and
 all others similarly situated,

Plaintiffs,
 vs.

NATIONAL METAL STAMPINGS, INC.,
 a California Corporation; and, DOES 1
 through 100, inclusive,

Defendants.

Case No. 22STCV14679

Assigned for All Purposes to:
The Hon. Maren Nelson
 Dept. SSC-17

**STIPULATION RE: CLASS ACTION AND
 PAGA SETTLEMENT**

Filed: May 03, 2022
 Trial Date: None

STIPULATION RE: CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and
 between plaintiff JORGE HUIZAR ("Plaintiff") and defendant NATIONAL METAL
 STAMPINGS, INC. ("Defendant"). 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 *Huizar v. National Metal Stampings, Inc.*, Case No. 22STCV14679 initiated on May 3, 2022 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Phoenix Settlement Administrators, 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 Employee” means “all hourly employees employed by Defendant in the State of California during the PAGA Period.”

1.5. “Class” means “all hourly employees employed by Defendant in the State of California during the Class Period.”

1.6. “Class Counsel” means Sam Kim and Yoonis Han of Verum Law Group, APC.

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 possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

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 May 3, 2018 to July 20, 2022.

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 NATIONAL METAL STAMPING, INC.

1.17. "Defense Counsel" means Robert B. Rosenstein of Rosenstein & Associates.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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 upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means Four Hundred Forty-Five Thousand Dollars and Zero Cents (\$445,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. 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 the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Members 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 Employees 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 the Final

Approval.

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

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

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

1.31. "PAGA Period" means the period from May 11, 2021 to July 20, 2022.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's May 11, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750.00) and the 75% to LWDA (\$11,250.00) in settlement of PAGA claims.

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

1.36. "Plaintiff" means JORGE HUIZAR, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2

below.

1.41. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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 60 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 14 calendar 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 worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On May 3, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: 1) failure to pay all wages; 2) failure to provide meal periods or compensation in lieu thereof; 3) failure to provide rest breaks or compensation in lieu thereof; 4) failure to provide accurate itemized wage statements; 5) failure to reimburse business expenses; 6) waiting time penalties; and 7) violation of the unfair competition law. On October 12, 2022, Plaintiff filed a First Amended Complaint ("FAC") adding a claim under the Private Attorneys General Act. The FAC is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On July 20, 2022, the Parties participated in an all-day mediation presided over by the Hon. Carl West (Ret.) which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the following information: 1) all time keeping records for Plaintiff; 2) all payroll information for Plaintiff; 3) the personnel file for Plaintiff; 4) all documents signed by Plaintiff; 5) all employment handbooks used by Defendant during the Class Period; 6) all wage and hour policies used by Defendant during the Class Period; 7) a 35% sample of Class Member time keeping and payroll

1 information; and 8) mediation information (i.e., class size information, workweek information).
2 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
3 *v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4 th 1794, 1801 and *Kullar v. Foot Locker Retail,*
4 *Inc.* (2008) 168 Cal.App.4 th 116, 129-130 ("*Dunk/Kullar*").

5 2.5. The Court has not granted class certification.

6 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
7 other pending matter or action asserting claims that will be extinguished or affected by the
8 Settlement.

9 **3. MONETARY TERMS.**

10 3.1. Gross Settlement Amount. Defendant promises to pay Four Hundred Forty-Five Thousand
11 Dollars and Zero Cents (\$445,000.00) and no more as the Gross Settlement Amount.
12 Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions
13 of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement
14 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement.
15 The Administrator will disburse the entire Gross Settlement Amount without asking or
16 requiring Participating Class Members or Aggrieved Employees to submit any claim as a
17 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

18 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
19 following payments from the Gross Settlement Amount, in the amounts specified by the Court
20 in the Final Approval:

21 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not
22 more than Ten Thousand Dollars and Zero Cents (\$10,000.00) in addition to any Individual
23 Class Payment and any Individual PAGA Payment the Class Representative is entitled to
24 receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a
25 Class representative Service Payment that does not exceed this amount. As part of the motion
26 for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek
27 Court approval for any Class Representative Service Payments no later than [16 court] days
28 prior to the Final Approval Hearing. If the Court approves a Class Representative Service
Payment less than the amount requested, the Administrator will retain the remainder in the Net
Settlement Amount. The Administrator will pay the Class Representative Service Payment,
reporting such payment using IRS Form 1099. Plaintiff assumes full responsibility and liability
for taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross
Settlement Payment, which is currently estimated to be One Hundred Forty-Eight Thousand
Three Hundred Thirty Three dollars and Thirty-Three Cents (\$148,333.33) and a Class Counsel
Litigation Expenses Payment of not more than Eleven Thousand Dollar and Zero Cents
(\$11,000.00). Defendant will not oppose requests for these payments provided that do not
exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final

Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment, reporting such payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and will hold Defendant and the Released Parties harmless, and will indemnify Defendant and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$7,250.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by 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. 20% 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. In addition, 80% 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 such payment will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for all 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 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to be paid from the Gross Settlement Amount, with 75%, or Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) allocated to the LWDA PAGA Payment and 25%, or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) 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 \$3,750.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA

1 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
2 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
their Individual PAGA Payment.

3 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
4 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator
will report the Individual PAGA Payments on IRS 1099 Forms.

5 **4. SETTLEMENT FUNDING AND PAYMENTS.**

6
7 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
to date, Defendant estimates there are 72 Class Members who collectively worked a total of
8 10,840 Workweeks, and it is estimated that there are 58 of Aggrieved Employees who worked
an estimated total 3,314 of PAGA Pay Periods.

9
10 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the
Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the
11 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
12 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
13 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
14 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
15 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
resolve any issues related to missing or omitted Class Data.

16
17 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes
18 by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

19
20 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
Gross Settlement Amount, the Administrator will mail checks for all Individual Class
21 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
22 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
23 Service Payment shall not precede disbursement of Individual Class Payments and Individual
PAGA Payments.

24
25 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual
PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
26 prepaid. The face of each check shall prominently state the date (not less than 180 days after
the date of mailing) when the check will be voided. The Administrator will cancel all checks
27 not cashed by the void date. The Administrator will send checks for Individual Settlement
28

1 Payments to all Participating Class Members (including those for whom Class Notice was
 2 returned undelivered). The Administrator will send checks for Individual PAGA Payments
 3 to all Aggrieved Employees including Non-Participating Class Members who qualify as
 4 Aggrieved Employees (including those for whom Class Notice was returned undelivered). The
 5 Administrator may send Participating Class Members a single check combining the Individual
 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
 Administrator must update the recipients' mailing addresses using the National Change of
 Address Database.

6 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
 7 Members whose checks are returned undelivered without USPS forwarding address. Within 7
 8 days of receiving a returned check the Administrator must re-mail checks to the USPS
 9 forwarding address provided or to an address ascertained through the Class Member Address
 10 Search. The Administrator need not take further steps to deliver checks to Class Members
 11 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
 replacement check to any Class Member whose original check was lost or misplaced, requested
 by the Class Member prior to the void date.

12 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
 13 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit
 14 the funds represented by such checks to the California Controller's Unclaimed Property Fund in
 the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
 of California Code of Civil Procedure Section 384, subd. (b).]

15 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not
 16 obligate Defendant to confer any additional benefits or make any additional payments to Class
 17 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

18 **5.0 THIS SECTION HAS BEEN INTENTIONALLY OMITTED**

19 **6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
 20 Gross

21 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
 22 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
 23 against all Released Parties as follows:

24 6.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
 25 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
 26 release and discharge Released Parties from all claims, transactions, or occurrences [that
 27 occurred during the Class Period], including, but not limited to: (a) all claims that were, or
 28 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
 contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the
 Action and released under 6.2, below]. ("Plaintiff's Release.") Plaintiff's Release does not
 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
 unemployment benefits, disability benefits, social security benefits, workers' compensation

benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the effectiveness of the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including the failure to pay all wages (including overtime), failure to provide meal periods or compensation in lieu thereof, failure to provide rest breaks or compensation in lieu thereof, failure to provide accurate itemized wage statements, failure to reimburse business expenses, waiting time penalties, violations of the unfair competition law. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by All Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including the failure to pay all wages (including overtime), failure to provide meal periods or compensation in lieu thereof, failure to provide rest breaks or compensation in lieu thereof, failure to provide accurate itemized wage statements, failure to reimburse business expenses, and waiting time penalties.

7. MOTION FOR PRELIMINARY APPROVAL. Plaintiff's counsel will prepare and the Parties agree to jointly file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1 Defendant's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action

1 asserting claims that will be extinguished or adversely affected by the Settlement.

2 **7.2 Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all
3 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
4 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
5 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
6 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
7 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
8 declaration from the Administrator attaching its "not to exceed" bid for administering the
9 Settlement and attesting to its willingness to serve; competency; operative procedures for
10 protecting the security of Class Data; amounts of insurance coverage for any data breach,
11 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts
12 of interest with Class Members; and the nature and extent of any financial relationship with
13 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
14 willingness and competency to serve and disclosing all facts relevant to any actual or potential
15 conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration
16 from each Class Counsel firm attesting to its competency to represent the Class Members; its
timely transmission to the LWDA of all necessary PAGA documents (initial notice of
violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined
version of the parties' Agreement showing all modifications made to the Model Agreement
ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of
interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their
Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any
other pending matter or action asserting claims that will be extinguished or adversely affected
by the Settlement.

17 **7.3 Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for
18 expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days
19 after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for
20 Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
Approval to the Administrator.

21 **7.4 Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for
22 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
23 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
24 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
25 Preliminary Approval or conditions Preliminary Approval on any material change to this
26 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
and otherwise satisfy the Court's concerns.

27 **8. SETTLEMENT ADMINISTRATION.**

28 **8.1 Selection of Administrator.** The Parties have jointly selected Phoenix Settlement

Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

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

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

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a 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.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 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.

8.4.5 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 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional [14] 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.

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

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The

1 Administrator must encourage the challenging Class Member to submit supporting
2 documentation. In the absence of any contrary documentation, the Administrator is entitled to
3 presume that the Workweeks contained in the Class Notice are correct so long as they are
4 consistent with the Class Data. The Administrator's determination of each Class Member's
5 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
Administrator's determination the challenges.

6 8.7 Objections to Settlement.

7 8.7.1 Only Participating Class Members may object to the class action components of the
8 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
9 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
Payment and/or Class Representative Service Payment.

10 8.7.2 Participating Class Members may send written objections to the Administrator, by fax,
11 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
12 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
13 Participating Class Member who elects to send a written objection to the Administrator must do
14 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an
additional 14 days for Class Members whose Class Notice was re-mailed).

15 8.7.3 Non-Participating Class Members have no right to object to any of the class action
components of the Settlement.

16 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
17 performed or observed by the Administrator contained in this Agreement or otherwise.

18 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and
19 maintain and use an internet website to post information of interest to Class Members including
20 the date, time and location for the Final Approval Hearing and copies of the Settlement
21 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
22 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel
23 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.

24 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
25 review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5
26 days after the expiration of the deadline for submitting Requests for Exclusion, the
27 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
28 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).

1 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
2 Class Counsel and Defense Counsel that, among other things, tally the number of: Class
3 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion
4 (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay
5 Periods received and/or resolved, and checks mailed for Individual Class Payments and
6 Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the
7 Administrator's assessment of the validity of Requests for Exclusion and attach copies of all
8 Requests for Exclusion and objections received.

9 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address
10 and make final decisions consistent with the terms of this Agreement on all Class Member
11 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's
12 decision shall be final and not appealable or otherwise susceptible to challenge.

13 8.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is
14 required to file the Motion for Final Approval of the Settlement, the Administrator will provide
15 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting
16 to its due diligence and compliance with all of its obligations under this Agreement, including,
17 but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
18 the re-mailing of Class Notices, attempts to locate Class Members, the total number of
19 Requests for Exclusion from Settlement it received (both valid or invalid), the number of
20 written objections and attach the Exclusion List. The Administrator will supplement its
21 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
22 for filing the Administrator's declaration(s) in Court.

23 8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
24 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class
25 Counsel and Defense Counsel with a final report detailing its disbursements by employee
26 identification number only of all payments made under this Agreement. At least 15 days before
27 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
28 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.

9. **CLASS SIZE ESTIMATES** Based on its records, Defendant estimates that, as of the date
of this Settlement Agreement, (1) there are 72 Class Members and 10,840 Total Workweeks
during the Class period and (2) there were 58 Aggrieved Employees who worked 3,314 Pay
Periods during the PAGA Period.

10. **DEFENDANT'S RIGHT TO WITHDRAW**. If the number of valid Requests for
Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree
that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
whatsoever, and that neither Party will have any further obligation to perform under this
Agreement; provided, however, Defendant will remain responsible for paying all Settlement

Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. In the event Defendant elects to withdraw, all funds paid as part of the Settlement Amount by Defendant, except for the payment of the Settlement Administration Expenses will be returned to the Defendant.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 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.

11.5 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.

12. **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 and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise

1 to this Agreement except to respond only that “the matter was resolved,” or words to that
2 effect. This paragraph does not restrict Class Counsel’s communications with Class Members
in accordance with Class Counsel’s ethical obligations owed to Class Members.

3 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and
4 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
5 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
6 ability to communicate with Class Members in accordance with Class Counsel’s ethical
obligations owed to Class Members.

7 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
8 together with its attached exhibits shall constitute the entire agreement between the Parties
9 relating to the Settlement, superseding any and all oral representations, warranties, covenants,
or inducements made to or by any Party.

10 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
11 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
12 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.

13 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
14 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
15 Settlement Agreement, submitting supplemental evidence and supplementing points and
16 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
17 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.

18 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not
19 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
20 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.

21 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
22 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
23 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
CFR Part 10, as amended) or otherwise.

24 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
25 modified, changed, or waived only by an express written instrument signed by all Parties or
26 their representatives, being approved as to form by their respective counsel and approved by
the Court.

27 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
28 the benefit of, the successors of each of the Parties.

1 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the state of California, without
3 regard to conflict of law principles.

4 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
5 this Agreement. This Agreement will not be construed against any Party on the basis that the
6 Party was the drafter or participated in the drafting.

7 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered
8 during Action and in this Agreement relating to the confidentiality of information shall survive
9 the execution of this Agreement.

10 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
11 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
12 by Defendant in connection with the mediation, other settlement negotiations, or in connection
13 with the Settlement, may be used only with respect to this Settlement, and no other purpose,
14 and may not be used in any way that violates any existing contractual agreement, statute, or
15 rule of court. Not later than 90 days after the date when the Court discharges the
16 Administrator's obligation to provide a Declaration confirming the final pay out of all
17 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data
18 received from Defendant unless, prior to the Court's discharge of the Administrator's
19 obligation, Defendant makes a written request to Class Counsel for the return, rather than the
20 destructions, of Class Data

21 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
22 inserted for convenience of reference only and does not constitute a part of this Agreement.

23 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
24 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
25 weekend or federal legal holiday, such date or deadline shall be on the first business day
26 thereafter.

27 13.17 Notice. All notices, demands or other communications between the Parties in connection
28 with this Agreement will be deemed given upon delivery by a recognized overnight carrier or
delivered by messenger on a regular non-court holiday, addressed as follows:

To Plaintiff:

Sam Kim
Yoonis Han
VERUM LAW GROUP, APC
360 N. Pacific Coast Hwy, Suite 1025
El Segundo, CA 90245
Telephone: (424) 320-2000
Facsimile: (424) 221-5010

To Defendant:

Robert B. Rosenstein [SBN 90036]
ROSENSTEIN & ASSOCIATES
 28600 Mercedes St., Suite 100
 Temecula, CA 902590
 Telephone: (951) 296-3888
 Facsimile: (951)-296-3889

13.18 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.

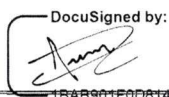
13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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

11/1/2022
 Dated: October ____, 2022

PLAINTIFF

By: _____

Jorge Huizar

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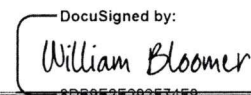
11/2/2022
 Dated: ~~October ____, 2022~~

NATIONAL METAL STAMPINGS, INC.

By: _____

William Bloomer

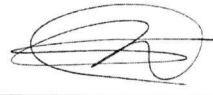
Its: President

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1 As to form only:

2 November 1, 2022
3 Dated: October __, 2022

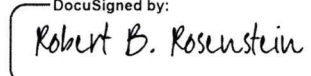
VERUM LAW GROUP, APC

4
5 By: 

6 Sam Kim
7 Yoonis Han
8 Attorneys for Plaintiff Jorge Huizar

9 11/2/2022
10 Dated: ~~October __, 2022~~

ROSENSTEIN & ASSOCIATES

11 DocuSigned by:
12 Robert B. Rosenstein
13 By: 

14 Robert B. Rosenstein
15 Attorneys for Defendant National Metal
16 Stampings, Inc.