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ARMANDO DELAMORA on behalf of

himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

ARMANDO DELAMORA, an individual, on
behalf of himself and all others similarly situated,

Plaintiff,

v.

THORPE DESIGN, INC., a California
corporation; and DOES 1 THROUGH 10,
inclusive,

Defendants.

Case No. C22-00931

Assigned to Hon. Charles S. Treat

Dept. 12

**CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND
AGREEMENT**

Delamora Action Filed:

May 4, 2022

Cardenas Action Filed:

July 28, 2022

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21
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2 **CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**

3 This Class and Representative Action Settlement and Release Agreement (“Settlement” or
4 “Agreement”) is entered into between Plaintiffs Armando Delamora (“*Delamora*”) and Jesus Cardenas
5 (“*Cardenas*,” collectively “Plaintiffs”), individually and in their capacity as the representatives of Class
6 Members and Aggrieved Employees as defined herein, on the one hand, and Defendant Thorpe
7 Design, Inc., a California Corporation (“Defendant”), on the other hand, subject to the terms and
8 conditions hereof and the approval of the Court. Plaintiffs and Defendant are referenced collectively
9 herein as “the Parties.”¹

10 **I. CONDITIONAL NATURE OF SETTLEMENT**

11 This Settlement is made in compromise of disputed claims as set forth in the following two
12 class and representative action lawsuits pending in Contra Costa Superior Court, captioned *Delamora*
13 *v. Thorpe Design, Inc.* (Case No. C22-00931) (“*Delamora Lawsuit*”) and *Cardenas v. Thorpe Design, Inc.* (Case
14 No. C22-01545) (“*Cardenas Lawsuit*”). The *Delamora Lawsuit* and *Cardenas Lawsuit* will be referred to
15 collectively as the “the Lawsuit.” This Agreement is made for the sole purpose of settling the Lawsuit
16 on a class-wide and representative basis. The Settling Parties (as defined in Section 2 of this
17 Agreement) enter into this Agreement on a conditional basis.

18 Furthermore, in the event that the Court does not enter the Final Approval Order, or a
19 Judgment is not entered in the Lawsuit, or the conditions precedent are not met for any reason, this
20 Settlement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall
21 not be referred to or utilized for any purpose whatsoever, and the negotiations, terms and entry of the
22 Agreement shall remain subject to the provisions of California Evidence Code sections 1119 and 1152
23 and any other analogous rules of evidence that might apply. Notwithstanding this provision, the Parties
24 hereby stipulate that the terms of Section 15.12 shall survive and be admissible in evidence even if the
25 Settlement does not become final.

26 Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution,
27 injunctive relief, and all other forms of relief as well as the class and representative allegations asserted
28 _____

¹ Capitalized terms are defined in Section 3 unless otherwise noted.

1 in the Lawsuit. Defendant has agreed to resolve the Lawsuit through this Settlement, but to the extent
2 this Settlement is deemed void, Defendant does not waive, but rather expressly reserves, all rights to
3 challenge all such claims and allegations in the Lawsuit upon all procedural and factual grounds,
4 including without limitation the ability to challenge class and representative action treatment on any
5 grounds, as well as asserting any and all other potential defenses or privileges. The Class
6 Representatives and Settlement Class Counsel agree that Defendant retains and reserves these rights.
7 Specifically, the Class Representatives and Settlement Class Counsel agree not to argue or present any
8 argument that, in the event this Settlement is not approved in full, that Defendant could not file a
9 motion for decertification, contest any class action certification on any grounds, or assert any and all
10 other potential defenses and privileges if this Lawsuit were to proceed. The Class Representatives and
11 Settlement Class Counsel hereby waive such arguments and agree they will not take a position contrary
12 to this provision.

13 **II. PARTIES TO AGREEMENT**

14 This Agreement is made and entered into by and among the following, herein referred to as
15 the “Settling Parties” or “Parties”: (i) the Class Representatives (on behalf of themselves and each of
16 the Class Members and Aggrieved Employees), with the assistance of Settlement Class Counsel; and
17 (ii) Defendant, with the assistance of its counsel. The Settling Parties intend this Agreement to fully,
18 finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms
19 and conditions hereof.

20 **III. DEFINITIONS**

21 As used in this Agreement, the following terms shall have the meanings specified below:

22 3.1 “Aggrieved Employees” means all current and former non-exempt and exempt
23 employees, who have worked in California for Thorpe Design, Inc. or Victory Fire Protection, Inc., at
24 any time during the period beginning May 2, 2021, through the date Preliminary Approval of the Class
25 Settlement is granted, or a sooner date per the procedure set forth in section 13.2 below, at Defendant’s
26 option.

27 3.2 “Attorneys’ Fees” means the fees for work performed by Settlement Class Counsel and
28 approved for reimbursement by the Court as set forth in Section 8.2 of this Agreement.

1 3.3 “Settlement Administrator” or “Administrator” means Simpluris, Inc., which the
2 Parties have selected to administer this Settlement. The Parties may jointly select a different settlement
3 administrator, subject to the approval of the Court.

4 3.4 “Settlement Administration Costs” mean the fees and expenses reasonably and
5 necessarily incurred by the Settlement Administrator as a result of performing the settlement
6 administration procedures and functions expressly required in this Settlement and shall include all costs
7 of administering the Settlement, including but not limited to: formatting, printing and mailing the
8 Notice Packet, including filling in individuating information about the amount each Settlement Class
9 Member is estimated to receive; performing a National Change of Address database search of Class
10 Member addresses to update prior to the initial mailing of the Notice Packet; skip-tracing of bad
11 addresses upon the return of undelivered Notice Packets; establishing a toll-free phone number and
12 post office box for receipt of Class Member communications; establishing a website where Class
13 Members may view and download the operative complaint, this Settlement Agreement, the Settlement
14 Notice, approval motions/briefing, as well as any Orders issued by the Court; calculating, processing,
15 reviewing, and issuing Settlement Payments to participating Class Members and others as ordered by
16 the Court; reviewing and resolving Class Members’ disputed claims regarding payments under this
17 Agreement; calculating tax withholdings and payroll taxes, making related payments to federal and state
18 tax authorities, and issuing tax forms relating to payments made under the Settlement; establishing a
19 QSF or other appropriate vehicle for receipt of the Gross Settlement Amount and disbursement of
20 payments provided by this Agreement and ordered by the Court; preparing any tax returns and any
21 other filings required by any governmental taxing authority or agency; and any other costs and fees
22 incurred and/or charged by the Settlement Administrator in connection with the execution of its duties
23 under this Agreement, which is estimated at Thirteen Thousand Dollars (\$13,000.00).

24 3.5 “Class,” “Class Members,” and/or “Putative Class” means all current and former non-
25 exempt and exempt employees, who have worked in California for Thorpe Design, Inc. or Victory Fire
26 Protection, Inc., at any time during the period beginning four years prior to the filing of the Lawsuit,
27 i.e. May 4, 2018, through the date Preliminary Approval of the Class Settlement is granted, or a sooner
28 date per the procedure set forth in section 13.2 below, at Defendant’s option. Class Members include,

collectively, the “Non-Exempt Employees” and “Exempt Employees,” as defined herein.

3.6 “Settlement Class Counsel” means David R. Markham, Maggie Realin, and Lisa Brevard of The Markham Law Firm; Walter Haines of the United Employees Law Group; Julian King, Elliot Siegel, and Zachary Tucker of King & Siegel; and Navid Barahmand of Barahmand Law Group.

3.7 “Settlement Class Period” means May 4, 2018, through the date Preliminary Approval of the Class Settlement is granted, or a sooner date per the procedure set forth in section 13.2 below, at Defendant’s option.

3.8 “Class Representatives” and “Plaintiffs” means collectively Plaintiffs Armando Delamora and Jesus Cardenas.

3.9 “Court” means the Superior Court for the State of California, County of Contra Costa.

3.10 “Day” means calendar day, unless expressly stated otherwise.

3.11 “Defendant” means defendant Thorpe Design, Inc.

3.12 “Defendant’s Counsel” means Rhonda Kraeber and Lora Vail French of Kraeber Law Office; and Robert G. Hulteng and William Cosmopulos of Littler Mendelson, P.C.

3.13 “Effective Date” of the Settlement shall mean the later of the following events: (i) the Court’s final approval of the settlement and entry of judgment, if no objections by or on behalf of Class Members have been filed, or if an objection has been filed but is withdrawn prior to or at the Final Approval Hearing; (ii) the time for appeal, writ or other appellate proceeding opposing Final Approval has expired if an objection has been filed and no appeal, writ or other appellate proceeding opposing Final Approval has been filed or it was withdrawn; or (iii) if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

3.14 “Employer Payroll Tax Liability” means payroll taxes paid by the employer (FICA, FUTA, Medicare, and California payroll and withholding taxes).

3.15 “Exempt Employees” means those current and former employees of Defendant, employed during the Settlement Class Period, who were employed in a position classified by Defendant as salaried-exempt, as defined under applicable state law.

1 3.16 “Final Approval Order” means an Order Granting Final Approval of Settlement of the
2 Lawsuit.

3 3.17 “Gross Settlement Amount,” “Settlement Fund,” and “Gross Settlement Fund” is the
4 sum of Seven Hundred and Fifty Thousand U.S. Dollars (\$750,000.00), to resolve the claims of the
5 Settlement Class Members. With the exception of Defendant’s share of employment taxes, which shall
6 be paid separately by Defendant, the Gross Settlement Amount will include all payments to be made
7 to Settlement Class Members, the Labor and Workforce Development Agency (“LWDA”), the PAGA
8 Aggrieved Employees, attorneys’ fees and costs approved by the Court, fees to be paid to a settlement
9 administrator, and the enhancement awards to Plaintiffs Armando Delamora and Jesus Cardenas. In
10 no event shall Defendant be liable for the payment of any amounts exceeding the Gross Settlement
11 Amount with the exception of the employer’s share of payroll taxes due and payable as a result of this
12 Settlement, which shall be paid separately from the Gross Settlement Amount.

13 3.18 “Judgment” means a judgment entered by the Court following entry of the Final
14 Approval Order.

15 3.19 “Last Known Address” means the most recently recorded mailing address for a Class
16 Member as such information is contained in the personnel records maintained by Defendant.

17 3.20 “Litigation Expenses” means the expenses and costs of litigation incurred by Settlement
18 Class Counsel as detailed in their billing statement and approved for reimbursement by the Court as
19 set forth in Section 8.2 of this Agreement.

20 3.21 “LWDA” means the California Labor and Workforce Development Agency.

21 3.22 “Net Settlement Amount” means the Gross Settlement Amount less Settlement Class
22 Counsel’s Attorneys’ Fees, Litigation Expenses, Settlement Administration Costs, the portion of the
23 PAGA Penalty Payment payable to the State of California (LWDA), and the Service Enhancement
24 Payments to the Class Representatives. To the extent the Court does not approve the full requested
25 amount of Attorneys’ Fees, Litigation Expenses, Settlement Administration Costs, or the Service
26 Enhancement Payments, the Net Settlement Amount will increase accordingly.

27 3.23 “Non-Exempt Employees” means current and former employees of Defendant,
28 employed during the Settlement Class Period, who are classified by Defendant as non-exempt, hourly

employees, as defined under applicable state law.

3.24 “Notice of Pendency of Class Action Settlement and Final Hearing” or “Notice” shall mean the notice of this Settlement to be provided to Class Members, in the same or substantially same form as set forth in **Exhibit A** to this Agreement, pending approval by the Court.

3.25 “Notice Period” means a period of forty-five (45) calendar days from the date the Settlement Administrator first mails the Notice Packet to Class Members. If the 45th day falls on a Sunday or holiday, the Notice Period shall end on the next business day that is not a Sunday or holiday.

3.26 “Notice Response Deadline” shall be the last day of the Notice Period.

3.27 “PAGA Penalty Payment” means amount to be paid to settle any and all penalties as, alleged in the Lawsuit, under California’s Private Attorneys General Act (“PAGA”), California Labor Code sections 2698 *et seq.* as set forth in Section 8.4 of this Agreement.

3.28 “PAGA Period” means period from May 2, 2021, through the date of Preliminary Approval of the Class Settlement or a sooner date per the procedure set forth in section 13.2 below, at Defendant’s option.

3.29 “PAGA Work Weeks” means the total number of weeks worked by an Aggrieved Employee during the PAGA Period, rounded up to the next full week.

3.30 “Settling Parties” means the Plaintiffs/Class Representatives and Thorpe Design, Inc.

3.31 “QSF” shall mean the Qualified Settlement Fund established by the Settlement Administrator for the benefit of the Class Members and from which the Settlement Payments and, if applicable, employee-side payroll taxes shall be paid.

3.32 “Reasonable Address Verification Measure” means utilization of the National Change of Address Database maintained by the United States Postal Service prior to the initial mailing of the Notice Packets, the customary skip-tracing measures used by the Administrator upon the return of undelivered Notice Packets, and the forwarding of Notice Packets returned to the Administrator with updated addresses affixed thereto by the U.S. Postal Service to the updated address.

3.33 “Released Claims” shall have the meaning set forth in Section 11 of this Agreement.

3.34 “Released Parties” is defined to include Defendant, and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including Victory

1 Fire Protection, Inc., as well as each of their past, present and future officers, directors, employees,
2 partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity
3 which could be jointly liable with Defendant.

4 3.35 “Request for Exclusion” means a timely and valid submitted request for exclusion from
5 the Settlement, according to the procedures set forth in Section 9.6 of this Agreement.

6 3.36 “Service Enhancement Payments” shall have the meaning set forth in Section 8.5 of
7 this Agreement.

8 3.37 “Settlement” means the terms and conditions set forth in this Agreement.

9 3.38 “Settlement Class” and “Settlement Class Member” mean all Class Members who have
10 not validly and timely requested exclusion from the Settlement after Notice and thus who will become
11 bound by the Judgment if and once the Effective Date occurs.

12 3.39 “Settlement Payments” mean the total amount due to an individual Settlement Class
13 Member, which shall be calculated and distributed as described in Section 8.7 of this Agreement.

14 3.40 “Updated Address” means a mailing address that was updated via a Reasonable
15 Address Verification Measure, or an updated mailing address provided by the United States Postal
16 Service, a Settlement Class Member, or any other valid source.

17 3.41 “Work Weeks” means the total number of weeks worked by a Class Member during
18 the Class Period, rounded up to the next full week.

19 **IV. PROCEDURAL BACKGROUND**

20 On May 4, 2022, Plaintiff Armando Delamora filed the *Delamora* lawsuit, a class action lawsuit
21 in Contra Costa Superior Court (Case No. C22--00931) on behalf of himself and a putative class of all
22 current and former non-exempt employees of Defendant, employed in California, who, during the time
23 period commencing four years before the complaint was filed, and until the present, worked as a
24 pipefitter, installer, technician or a position with similar duties and/or job titles. The complaint alleged
25 claims for unpaid wages, including overtime for time spent working outside of scheduled work hours
26 and during meal periods to complete required daily inspections and installations, meal and rest break
27 violations, unreimbursed mileage and cell phone expenses, Thorpe’s failure to keep records of
28 employees’ hours worked nor records of meal periods, unfair business practices, and derivative claims.

1 On July 7, 2022, Plaintiff Delamora filed a first amended complaint alleging a claim under the Private
2 Attorneys General Act (PAGA), under the same facts and theories.

3 On July 28, 2022, Plaintiff Jesus Cardenas filed the *Cardenas* lawsuit, a class and representative
4 action lawsuit in Contra Costa Superior Court, (Case No. C22-01545), on behalf of all exempt and
5 non-exempt employees who worked for Defendant for at least one day within the state of California
6 within four years prior to the filing of the complaint until the present. The complaint alleged claims for
7 failure to reimburse necessarily incurred business expenses, failure to provide rest periods, derivative
8 claims, unfair business practices, and violation of PAGA, under the same facts and theories. As part of
9 this settlement, the Settling Parties will stipulate that Plaintiffs will file a request to consolidate the
10 lawsuits via Second Amended Complaint (“SAC”) covering the claims alleged in both the *Delamora* and
11 *Cardenas* lawsuits (attached hereto as **Exhibit C**). Plaintiffs’ SAC seeks damages on behalf of themselves
12 and a class, including for unpaid wages, statutory penalties, interest, and attorney’s fees and costs.
13 Defendant will be permitted to file an Answer to the SAC within thirty (30) days of filing. In the event
14 the settlement does not become final for any reason as described in section 7.1 below, the SAC and
15 answer will be deemed stricken, and the Settling Parties will revert to their respective positions prior
16 to filing of the SAC. Defendant agrees not to oppose or object to class certification for the claims
17 asserted in the SAC as part of this Settlement.

18 The parties engaged in discovery in advance of mediation. In November and December 2022,
19 Defendant produced an agreed upon sampling of class member time and pay records and policies in
20 effect during the Class Period. The parties engaged in arm’s length negotiation including, but not
21 limited to, a full day mediation session on January 12, 2023, facilitated by Mark Rudy, who has extensive
22 experience in labor and employment litigation. While the parties did not reach an agreement on the
23 day of mediation, they continued negotiations through the mediator and subsequently agreed to a
24 memorandum of understanding of the key terms of the Settlement, which was memorialized on
25 February 28, 2023.

26 The Settling Parties and their counsel are sufficiently familiar with the facts of this case and the
27 applicable laws to make an informed judgment as to the fairness of the Settlement, the respective
28 strengths and weaknesses of the claims of the class and the sub-classes Plaintiffs sought to certify, and

1 the risks of proceeding in litigation. The Settling Parties are represented by competent counsel and
2 have had the opportunity to consult with counsel prior to the signing this Agreement.

3 **V. DEFENDANT'S DENIAL OF LIABILITY**

4 Defendant specifically and generally denies any and all liability or wrongdoing of any sort with
5 regard to any of the claims alleged in the Lawsuit and makes no concessions or admissions of liability
6 of any sort. Defendant maintains that for any purpose other than settlement, the Lawsuit is not
7 appropriate for class action treatment pursuant to California Code of Civil Procedure, section 382, and
8 that had this matter proceeded, Defendant would have opposed class certification pursuant to
9 California Code of Civil Procedure, section 382. Nonetheless, Defendant has concluded that further
10 litigation would be protracted, distracting and expensive, and that it is desirable that the Lawsuit be
11 fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement.
12 Defendant has also taken into account the uncertainty and risks inherent in any litigation. Defendant
13 has therefore determined that it is desirable and beneficial to settle the Lawsuit in the manner and upon
14 the terms and conditions set forth in this Agreement.

15 The Settling Parties agree there is a bona fide dispute as to whether wages and/or penalties are
16 owed to Plaintiffs and the Class Members and neither this Agreement, nor the Settlement-related
17 documents, nor the Settlement itself shall be construed as an admission of either fact or law on any
18 issue by any party.

19 **VI. CLAIMS OF THE CLASS REPRESENTATIVES AND BENEFITS OF SETTLEMENT**

20 The Class Representatives and Settlement Class Counsel believe that the claims asserted in the
21 Lawsuit have merit and that evidence developed to date supports the claims. However, the Class
22 Representatives and Settlement Class Counsel recognize and acknowledge the significant expense,
23 resources and time required to continue proceedings necessary to prosecute the Lawsuit against
24 Defendant through trial and through appeals. The Class Representatives and Settlement Class Counsel
25 have also taken into account the uncertain outcome and the risks of litigation, the difficulties and delays
26 inherent in this and similar litigation, the financial condition of the Defendant, the challenges of
27 obtaining and maintaining class certification throughout the Lawsuit, and the problems of proving
28 liability and damages and rebutting possible defenses to the SAC. Based upon their evaluation, the

1 Class Representatives and Settlement Class Counsel have determined that the settlement set forth in
2 this Agreement is fair, reasonable, adequate, and in the best interests of the Class Representatives, the
3 Class, and the State of California. Both Settlement Class Counsel and the Class Representatives believe
4 that the settlement set forth in this Agreement confers substantial benefits upon the Class and each of
5 the Class Members.

6 **VII. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT**

7 7.1 The Settling Parties enter into this Agreement and the Settlement on a conditional basis.
8 This Agreement and Settlement will become final and effective only upon the occurrence of all of the
9 following events:

10 7.1.1 The Court enters an order granting conditional certification of the proposed
11 class and subclasses;

12 7.1.2 The Court enters an order granting preliminary approval of the Settlement;

13 7.1.3 The Court enters a Final Approval Order; and

14 7.1.4 The Effective Date occurs, and any challenge to the Settlement, whether by
15 objection or appeal, is resolved in favor of enforcement of the Settlement.

16 7.2 Unless the Court orders otherwise or agreed in writing by the Settling Parties, this
17 Agreement shall be deemed null and void *ab initio* upon the failure of any of these four conditions to
18 occur.

19 **VIII. SETTLEMENT CONSIDERATION—NO CLAIM FORM REQUIRED;**
20 **DEDUCTIONS FROM THE GROSS SETTLEMENT AMOUNT;**
21 **CALCULATION OF SETTLEMENT PAYMENTS FROM THE NET**
22 **SETTLEMENT AMOUNT**

23 This shall be an all-in Settlement without a reversion. Class Members who do not request
24 exclusion from the Settlement using the procedures specified below will be automatically paid without
25 submitting any claim form.

26 8.1 **Payment of the Gross Settlement Amount:** Defendant will pay the
27 Gross Settlement Amount in full and final settlement of the Lawsuit. The Gross Settlement Amount
28 will constitute adequate consideration for this Settlement. Since any uncashed settlement check funds
will be distributed to California's Unclaimed Property Fund, this Agreement and the associated

Judgment do not and will not create any unpaid residue or unpaid residual, and no distribution of such shall be required. No money shall revert to Defendant.

8.1.1 The Gross Settlement Amount shall be paid by Defendant to the Settlement Administrator as follows: The first half (\$375,000.00) shall be payable within ten business days after the Effective Date, as defined in section 3.13, and the second half (\$375,000.00) payable within one year of the Court's Order granting final approval of the Settlement if no appeal, writ, or other appellate proceeding opposing Final Approval has been filed. If any appeal, writ, or other appellate proceeding opposing Final Approval has been filed, then the second half (\$375,000) shall be paid by the latter of five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief, or within one year of the Court's Order granting final approval of the Settlement.

8.2 **Attorneys' Fees and Litigation Expenses:** Class Counsel will submit an application for: (a) an award of Attorneys' Fees of no more than 33 1/3% or one third of the Gross Settlement Amount (Two Hundred and Fifty Thousand U.S. Dollars (\$250,000)); and (b) an award of Class Counsel's actual Litigation Expenses in the amount not to exceed \$35,000 (as documented on an itemized cost sheet with appropriate support), both of which would be paid out of the Gross Settlement Amount. The amounts set forth in this section will constitute complete consideration for all work performed and expenses incurred to date and for all work to be performed and expenses to be incurred through the completion of the Lawsuit, its settlement, and the effort to secure final Judgment by Settlement Class Counsel. The Attorneys' Fees shall be allocated between the firms that serve as Class Counsel as set forth in their fee-sharing agreements which will be disclosed to the Court as part of filing the motion for preliminary approval. Except as provided herein, Plaintiff and Defendant shall bear their own attorney's fees and costs.

8.2.1 Under no circumstances will Defendant be liable for additional attorneys' fees and costs other than the amounts agreed upon in paragraph 8.2. Attorneys' fees and costs will be distributed proportionally to the distribution of the Gross Settlement Amount, i.e., the first half of the awarded attorneys' fees (\$125,000, or half the total fee award if gross amount of fees awarded is less than \$250,000) will be paid once the first half of the Gross Settlement Amount (\$375,000) is paid. The

1 second half of the awarded attorneys' fees (\$125,000, or remaining amount of fee award if awarded
2 less) will be paid once the second half of the Gross Settlement Amount (\$375,000) is paid.

3 8.2.2 In the event that the Court (or any appellate court) awards less than the amount
4 requested for Attorneys' Fees or Litigation Expenses, only the awarded amounts shall be paid and shall
5 constitute satisfaction of those obligations and full payment thereunder, and any remaining or
6 unawarded portion of the requested Attorneys' Fees or Litigation Expenses shall be made a part of the
7 Net Settlement Amount for distribution to Settlement Class Members. To the extent the Court does
8 not approve the requested amount of Attorneys' Fees or Litigation Expenses, the Settlement shall
9 remain binding except as otherwise provided, and this will not be a justification for Plaintiffs to withdraw
10 from the Settlement.

11 8.3 **Settlement Administration Costs:** From the Gross Settlement Amount, Settlement
12 Administration Costs shall be paid in an amount estimated at Thirteen Thousand U.S. Dollars
13 (13,000.00), subject to approval from the Court. The payment of Settlement Administrator's fees and
14 costs shall be deducted in full, and paid in full, from the first half of the Gross Settlement Amount.

15 8.4 **Payment of the PAGA Penalties:** From the Gross Settlement Amount, Defendant
16 will pay Thirty-Seven Thousand and Five Hundred Dollars (\$37,500.00) for settlement of any and all
17 claims alleged in the Lawsuits for which penalties under PAGA, Labor Code section 2698 *et seq.*, may
18 be sought or are otherwise available, as the PAGA Penalty Payment. Pursuant to the express
19 requirements of Labor Code section 2699(i), the PAGA Penalty Payment shall be allocated as follows:
20 \$28,125 (75%) to the LWDA for the enforcement of labor laws and education of employers, and \$9,375
21 (25%) to the Settlement Class Members who are also Aggrieved Employees as a part of the Net
22 Settlement Amount. The PAGA Penalty Payments to Settlement Class Members are not wages. The
23 PAGA Aggrieved Employees shall release their PAGA claims in their entirety and may not opt out of
24 or object to the PAGA release. The PAGA Penalty Payment to the LWDA shall be deducted in full,
25 and paid in full, from the first half of the Gross Settlement Amount. The PAGA Penalty Payment to
26 the Settlement Class Members shall be distributed as specified in section 8.7.1, below.

27 8.5 **Service Enhancement Payments to the Class Representatives:** From the Gross
28 Settlement Amount, Plaintiffs intend to request approval for, subject to Court approval, Service

1 Enhancement Payments of up to Seven Thousand and Five Hundred Dollars (\$7,500.00) each for the
2 Class Representatives, Plaintiffs Armando Delamora and Jesus Cardenas. The amount paid to the Class
3 Representatives are in consideration for their efforts in connection with the Lawsuit and in exchange
4 for their general release, as provided in section 11.2 below. The Class Representatives shall be issued
5 an Internal Revenue Service Form 1099 for the Service Enhancement Payments. The Class
6 Representatives hereby acknowledge that they have obtained no tax advice from Defendant and that
7 neither Defendant nor its attorneys have made any representation concerning the tax consequences, if
8 any, of the Service Enhancement Payments. The Class Representatives agree that they are solely
9 responsible for the tax consequences of the Service Enhancement Payments.

10 8.5.1 In the event that the Court (or any appellate court) awards less than the amount
11 requested for the Service Enhancement Payments, only the awarded amount shall be paid and shall
12 constitute satisfaction of those obligations and full payment thereunder, and any remaining or
13 unawarded portion of the requested Service Enhancement Payments shall be made a part of the Net
14 Settlement Amount for distribution to Settlement Class Members. To the extent the Court does not
15 approve the requested amount of the Service Enhancement Payments, the Settlement shall remain
16 binding except as otherwise provided, and this will not be a justification for Plaintiffs to withdraw from
17 the Settlement.

18 8.5.2 The Service Enhancement Payments, if approved by the Court, are in addition
19 to Plaintiffs' Settlement Payments as described in Section 8.7 below.

20 8.5.3. The Service Enhancement Payments shall be deducted in full, and paid in full,
21 from the first half of the Gross Settlement Amount.

22 8.6 **Employer Payroll Tax Liability:** The Employer Payroll Tax Liability on the portions
23 of all Settlement Payments on account of wages in the form of back pay (as described in Section 8.8
24 of this Agreement) shall be paid separate and in the addition to the Gross Settlement Amount.

25 8.7 **Payment to Settlement Class Members:** The Net Settlement Amount (as defined
26 in Section 3.22, after payment of all enumerated amounts from the Gross Settlement Amount) shall be
27 used to make the Settlement Payments described below.

28 8.7.1 Each Settlement Payment (not including the additional payment to Aggrieved

1 Employees) shall be calculated as follows: by dividing the Net Settlement Amount into 95% and 5%
2 shares. The 95% share will be allocated to the Non-Exempt Employees, and 5% will be allocated to
3 the Exempt Employees. The Settlement Payments will be determined by calculating the total number
4 of Work Weeks worked by each respective group (the Non-Exempt Employees and Exempt
5 Employees) during the Class Period, then dividing the Work Weeks worked by the Class Member by
6 the total number of Work Weeks worked by the respective group (i.e., for a Non-Exempt Employee,
7 the Settlement Payment will be calculated based on the number of workweeks worked by that Class
8 Member during the Class Period by the number workweeks worked by all Non-Exempt Employees).

9 Each additional payment to Aggrieved Employees will be calculated by dividing the portion of
10 the PAGA allocation to be paid to Aggrieved Employees by the total number of PAGA Work Weeks
11 worked by Aggrieved Employees then multiplying that amount by the number of PAGA Work Weeks
12 the Aggrieved Employee worked.

13 8.7.2 The payments to Settlement Class Members will occur in two separate payments.
14 Settlement Payments will be distributed proportionally to the distribution of the Gross Settlement
15 Amount, i.e., the first half of the total Class Member Settlement share will be paid once the first half
16 of the Gross Settlement Amount (\$375,000) is paid, as provided in section 8.1.1, above. The second
17 half and remaining balance will be paid once the second half of the Gross Settlement Amount
18 (\$375,000) is paid.

19 8.8 **Taxes:** For the purpose of calculating applicable taxes for the Settlement
20 Payments to Settlement Class Members (including any payments to the Class Representatives, exclusive
21 of any Service Enhancement Payments), the Parties agree that twenty percent (20%) of the Net
22 Settlement Amount distributed to each Qualified Class Member will be considered wages and will be
23 reported as such to each Qualified Class Member on an IRS Form W-2. The Parties agree that eighty
24 percent (80%) of the Net Settlement Amount distributed to each Qualified Class Member will be
25 considered penalties and interest and will be reported as such to each Qualified Class Member on an IRS
26 Form 1099 misc., if applicable. The Parties further agree that the PAGA payment distributed to each
27 PAGA Employee will be treated entirely as civil penalties and will be reported as such to each PAGA
28 Employee on an IRS Form 1099 misc., if applicable. Defendant shall not be responsible for payroll tax

1 payments on any portion of the Gross Settlement Amount that is attributable to Attorneys' Fees,
2 Litigation Expenses, PAGA Penalty Payments, penalties, or interest. The Parties further understand
3 that the Class Representatives and any Class Member who receives any Settlement Payment pursuant
4 to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

5 8.9 Defendant will not use the Settlement Payments to calculate any additional benefits
6 including without limitation vacation, holiday pay, pension, or 401(k) plan contributions. Defendant
7 contends that the Settlement Payments do not represent any modification of previously credited hours
8 of service or other eligibility criteria under any employee pension or employee welfare benefit plan
9 sponsored by Defendant. Nor does Defendant consider the Settlement Payments "compensation" for
10 purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, an
11 employee welfare benefit plan, or other plan sponsored by Defendant or its predecessors, subsidiaries,
12 or successors.

13 **IX. NOTICE PROCEDURE**

14 9.1 **Selection and Compensation of Settlement Administrator:** The Parties agree to
15 jointly utilize a third-party Settlement Administrator to give notice of and communicate with Class
16 Members regarding the Settlement and to establish a website where Class Members may view and
17 download the operative complaint, this Settlement Agreement, the Settlement Notice, approval
18 motions/briefing, as well as any Orders issued by the Court that relate to the Settlement. The Parties
19 have selected Simpluris, Inc., to administer the Settlement. If the actual cost of settlement
20 administration is less than the amount approved by the Court, the remaining amount shall be added to
21 the Net Settlement Amount and distributed as set forth in Section 8.7 of this Agreement. All costs
22 associated with settlement administration as approved by the Court shall come out of the Gross
23 Settlement Amount. The Settlement Administrator's actions shall be governed by the terms of this
24 Agreement.

25 9.2 **Establishment and Funding of the QSF:** The Parties agree that the QSF is intended
26 to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treasury
27 Regulation § 1.468B-1 (26 C.F.R. § 1.468B-1 *et seq.*) and will be administered by the Settlement
28 Administrator as such. With respect to the QSF, the Settlement Administrator shall: 1) open and

1 administer a settlement account in such a manner as to qualify and maintain the qualification of the QSF
2 as a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and Treasury
3 Regulation § 1.468B-1; (2) calculate, withhold, remit and report each Settlement Class Member’s share of
4 applicable payroll taxes (including, without limitation, federal, state and local income tax withholding,
5 FICA, Medicare and any state or local employment taxes) and indemnify Defendant for any penalty
6 arising out of any error or incorrect calculation and/or interest (if applicable) with respect to any late
7 deposit of the same; (3) satisfy all federal, state and local income and other tax reporting, return, and filing
8 requirements with respect to the QSF; and (4) satisfy out of the QSF all fees, expenses and costs incurred
9 in connection with the opening and administration of the QSF and the performance of its duties and
10 functions as described in this Agreement. The aforementioned taxes, fees, expenses, and costs shall be
11 treated as and included in the costs of administering the QSF and as Settlement Administration Costs.
12 The Settling Parties and the Settlement Administrator shall treat the QSF as coming into existence as
13 a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i),
14 and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. §
15 1.468B-1(j)(2)(ii). The Settling Parties agree to cooperate with the Settlement Administrator and one
16 another to the extent reasonably necessary to carry out the provisions of this section of the Agreement.

17 9.3 **Settlement Administration:** Defendant will provide for each Class Member the
18 following information drawn from records of Defendant: (1) the full name, and last known address,
19 date of birth and full social security number of all Settlement Class Members; and (2) the information
20 necessary to determine the estimated settlement allocation to each Settlement Class Member, including
21 without limitation, the total number of workweeks worked by each Settlement Class Member and by
22 each PAGA Employee within the relevant Settlement Class Period and PAGA Period (“Class Data”)
23 to the Settlement Administrator. Defendant will provide the Class Data to the Settlement
24 Administrator no later than fourteen (14) calendar days (or, if that date falls on a weekend or holiday,
25 the next business day thereafter) after the date the Court enters an order granting preliminary approval
26 of the Settlement. Class Data shall be used by the Settlement Administrator solely for the purpose of
27 notifying the Class Members of the Settlement. The Settlement Administrator shall run the Class Data
28 list through the National Change of Address database and will use the most recent address for each

1 Class Member when mailing the Class Notice. Class Data shall be provided in a format to be mutually
2 agreed upon by the Settlement Administrator and Defendant.

3 9.4 **Notice to Class Members:** As soon as practicable after receiving the Class Data, but
4 no later than ten (10) business days after its receipt, the Settlement Administrator shall send the Notice
5 Packet to the Class Members via United States First Class Mail. The envelope containing the Notice
6 Packet shall include language beneath the Administrator's address which reads as follows: *Important Legal*
7 *Document – You May Get Money From A Class Action Settlement; Your Prompt Reply To Correct A Bad Address Is*
8 *Required.* The Notice shall specify the Court-approved Notice Response Deadline by which Class
9 Members must submit any dispute regarding the payment amount, Requests for Exclusion, or objections
10 to the Settlement. The costs of mailing this Notice Packet will be considered part of the Settlement
11 Administration Costs to be paid from the Gross Settlement Amount. Except as specifically set forth in
12 Subsections 9.4.1 through 9.4.4 below, the Notice Packet shall be deemed received by the Class Member
13 to whom it was sent.

14 9.4.1 In the event that subsequent to the first mailing of a Notice Packet and prior to
15 the Notice Response Deadline, the Notice Packet is returned to the Settlement Administrator by the
16 United States Postal Service with a forwarding address for the recipient, the Settlement Administrator
17 shall re-mail the Notice Packet to that address within five (5) business days, the Notice Packet will be
18 deemed mailed as of the date of re-mailing, the forwarding address shall be deemed the Updated Address
19 for that Class Member, and any responses from the Class Member (*i.e.*, a dispute regarding calculation
20 of Work Weeks, a Request for Exclusion, or an objection) are due to the Settlement Administrator by
21 the Notice Response Deadline or within fifteen (15) days from the date of re-mailing, whichever is later.

22 9.4.2 In the event that subsequent to the first mailing of a Notice Packet, the Notice
23 Packet is returned to the Settlement Administrator by the United States Postal Service because the
24 address of the recipient is no longer valid, but no forwarding address is provided, the Settlement
25 Administrator shall perform Reasonable Address Verification Measures in an effort to ascertain the
26 current address of the particular Class Member in question. If such an address is ascertained, the
27 Settlement Administrator shall re-mail the Notice Packet within five (5) business days of receiving such
28 information, the Notice Packet will be deemed mailed as of that date of re-mailing, the newly obtained

1 address shall be deemed the Updated Address for that Class Member, and any responses from the
2 Class Member (i.e., a dispute regarding calculation of Work Weeks, a Request for Exclusion, or an
3 objection) are due to the Settlement Administrator by the Notice Response Deadline or within fifteen
4 (15) days from the date of re-mailing, whichever is later.

5 9.4.3 In the event that subsequent to the first mailing of a Notice Packet, the Notice
6 Packet is returned to the Settlement Administrator by the United States Postal Service but no Updated
7 Address is obtained for that Class Member using either method specified above, the Notice Packet
8 shall be re-mailed to the Last Known Address within five (5) business days of receiving such
9 information, the Notice Packet will be deemed mailed as of that date of re-mailing, and the Class
10 Member shall have until the Notice Response Deadline or fifteen (15) days from the date of re-mailing
11 to submit a response, whichever is later. In either event, the Notice Packet shall be deemed received
12 when it is mailed for the second time under this paragraph.

13 9.4.4 In the event that any Notice Packet is returned to the Settlement Administrator
14 as undeliverable is associated with a Class Member who is currently employed by Defendant, counsel
15 for Defendant will make immediate efforts to obtain a current mailing address and provide such
16 updated address to the Settlement Administrator for remailing of the Notice Packet. In that scenario,
17 the Notice Packet will be deemed mailed as of that date of re-mailing, and the Class Member shall have
18 until the Notice Response Deadline or fifteen (15) days from the date of re-mailing to submit a
19 response, whichever is later.

20 9.5 **Disputes Regarding Work Weeks:** In calculating each individual Class Member's
21 share of the settlement, Defendant's reasonably available records regarding the Work Weeks of Class
22 Members shall be presumed to be correct. Class Members will be provided with the individualized
23 information upon which their respective shares of the Net Settlement Amount will be based. Class
24 Members who dispute Defendant's records must submit a challenge in writing to the Settlement
25 Administrator and will bear the burden of proof, *i.e.*, a Class Member who fails to provide written
26 documentation supporting a different number of Work Weeks than that specified in his or her Notice
27 will have his or her dispute denied. All such disputes must be submitted to the Settlement
28 Administrator by the Notice Response Deadline (as evidenced by the date of the postmark of the

1 submission), or as extended by applicable remailing as noted in paragraphs 9.4.1 through 9.4.4.
2 Defendant will investigate the dispute and determine whether any correction to the number of Work
3 Weeks for the Class Member raising the dispute should be made. The Settlement Administrator will
4 inform the Class Member of resolution of the Work Week dispute in writing (i.e. if a Class Member
5 submitted a dispute via e-mail, the Settlement Administrator will inform him or her of the resolution
6 via e-mail.). The Parties further agree that any dispute that cannot be resolved by Settlement Class
7 Counsel and Defendant's counsel may be brought before the Court before final approval of the Class
8 Settlement. In no case will a dispute regarding the number of Work Weeks result in a payment by
9 Defendant in excess of the Gross Settlement Amount.

10 9.6 **Requests for Exclusion:** Class Members who wish to be excluded from the Settlement
11 must submit a written Request for Exclusion to the Settlement Administrator by the Notice Response
12 Deadline (as evidenced by the date of the postmark of the submission), or as otherwise extended by
13 remailing as provided in paragraphs 9.4.1 through 9.4.4. The Notice will state that the Request for
14 Exclusion: (1) must contain the name, address, and telephone number of the Settlement Class Member
15 requesting exclusion; (2) must contain a statement expressing that the Settlement Class Member elects
16 to be excluded from the Settlement; (3) must be signed and dated by the Settlement Class Member; and
17 (4) must be postmarked by the Notice Deadline (or as otherwise extended by remailing in provided in
18 paragraphs 9.4.1 through 9.4.4) and returned to the Settlement Administrator at the specified address.
19 The date of the postmark on the return mailing envelope shall be the exclusive means used to determine
20 whether a Request for Exclusion has been timely submitted. Requests for Exclusion must be made
21 individually and cannot be made on behalf of a group or other Class Members. If a Class Member
22 submits a Request for Exclusion that fails to include all required information or that cannot be verified
23 by the Settlement Administrator as being an authentic submission by the Class Member, it will be
24 considered invalid, and the Settlement Administrator shall mail notification of the deficiency to the Class
25 Member within five (5) business days of receipt. The Class Member shall have until the Notice Response
26 Deadline or fifteen (15) days from the date of the mailing of notification of the deficiency (whichever is
27 later), to cure any deficiencies, at which point his or her Request for Exclusion will be rejected if not
28 received and that Class Member will be mailed his or her share of the Net Settlement Amount (according

1 to the formulas set forth in this Agreement).

2 Any valid Request for Exclusion will be effective only as to the Class Settlement. Any Class
3 Member who is an Aggrieved Employee will be bound by the release of PAGA claims and will receive
4 their share of the PAGA amount regardless of submitting a Request for Exclusion.

5 In the event that ten percent (10%) or more of all Class Members timely request exclusion from
6 the Class by submitting Requests for Exclusion or comparable documentation, Defendant shall have
7 the sole and absolute discretion to rescind/void the Settlement Agreement within fifteen (15) calendar
8 days after receiving from the Settlement Administrator the final list of opt-outs. Defendant agrees to
9 meet and confer in good faith with Settlement Class Counsel before rescinding or voiding the Settlement
10 Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant
11 shall provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have
12 the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of
13 settlement, and the Settlement Agreement shall become null and void and have no further force or
14 effect. Should Defendant elect to rescind/void the Settlement, Defendant will be solely responsible for
15 all administration costs and fees incurred by the Settlement Administrator as of the date of rescission.

16 9.7 **No Request for Exclusion by Class Representatives:** The Class Representatives
17 shall not request exclusion from the Settlement. The Class Representatives agree that by signing this
18 Agreement they are accepting the terms of this Settlement.

19 9.8 **Objections to Settlement:** Class Members who do not request exclusion from the
20 Class may object to the Agreement by submitting copies of their written objections to the Settlement
21 Administrator (as evidenced by the date of the postmark of the submission) by the Notice Response
22 Deadline (or as extended by remailing as provided in in paragraphs 9.4.1 through 9.4.4). This Notice
23 Response Deadline applies to any objections notwithstanding any argument regarding alleged non-
24 receipt of the Notice Packet. Written objections should be signed by the Class Member and should: (1)
25 state the objecting Class Member's name, address, telephone number and the last four digits of his/her
26 Social Security number, (2) state the case name and number as follows: *Delamora et al. v. Thorpe Design,*
27 *Inc.*, Case No. C22-00931 (3) state concisely each objection to the Settlement, (4) explain the basis for
28 each such objection, and (5) be dated and signed. If the Class Member intends to use any document(s)

1 to support his or her objection, a copy of the document(s) should be included with the written
2 objection at the time of submission. The Parties agree that written objections which substantially
3 comply with these requirements will be accepted, with the exception of written objections which are
4 **not** postmarked by the Notice Response Deadline or are not signed by the objector. Submitting an
5 objection to this Settlement does not affect the Class Members' right to obtain the benefits of this
6 Settlement. The Settlement Administrator shall forward a copy of any written objections and/or
7 supporting documentation that it receives to both Class Counsel and Counsel for Defendant within
8 two (2) business days of receipt. Settlement Class Counsel shall lodge a copy of any objection with the
9 Court. Plaintiffs and/or Defendant may file responses to any properly filed objections at least five (5)
10 court days before the date of the Final Approval Hearing.

11 9.9 **Anyone wishing to appear at the final approval hearing to discuss concerns or**
12 **objections to the Settlement shall be permitted to do so, whether or not they submit a written**
13 **objection.** Anyone wishing to appear at the final approval hearing to object to the Settlement can, but
14 is not required to, indicate this in his or her written objections.

15 9.10 Any Class Member who fails to serve timely written objections in the manner set forth
16 herein be deemed to have waived any objections and shall be foreclosed both from making any objection
17 to the Settlement and from filing any appeal from any Final Approval Order issued by the Court. Class
18 Members who timely and validly request exclusion from the Settlement shall have no right to object and
19 shall be foreclosed from making any objection to the Settlement.

20 **X. PAYMENT OF CLAIMS**

21 10.1 **Eligibility for Settlement Payments:** Settlement Class Members need not submit a
22 claim form to receive Settlement Payments. As a condition of receiving any Settlement Payment under
23 this Agreement, Class Members must not request exclusion from the Class. Each Settlement Class
24 Member shall be entitled to a payment equal to the sum of their individually determined Settlement
25 Payments, less the required taxes and withholdings, to be made in two installments as discussed in
26 section 8.7.2 above. Class Members who have submitted untimely or invalid Requests for Exclusion
27 will still be considered part of the Settlement Class, will still be bound by the Settlement and the
28 Released Claims, and will be entitled to receive Settlement Payments.

1 10.2 **Distribution of Settlement Payments.** After the Court grants final approval of the
2 Settlement, and the Effective Date has passed, the Settlement Administrator shall prepare a final list
3 of all Settlement Class Members. For each Settlement Class Member on this list, the Settlement
4 Administrator will calculate the amounts due to each Settlement Class Member using the methodology
5 set forth in section 8.7 of this Agreement (excluding any individuals who effectively and timely
6 requested exclusion from the Settlement) and provide that calculation to Class Counsel and
7 Defendant's Counsel within five (5) days after the Effective Date.

8 10.3 The payments to Settlement Class Members will occur in two separate payments.
9 Settlement Payments will be distributed proportionally to the distribution of the Gross Settlement
10 Amount, i.e., the first half of the total Class Member Settlement share will be paid once the first half of
11 the Gross Settlement Amount (\$375,000) is paid, as provided in section 8.1.1, above ("First Class
12 Member Settlement Payment.") The second half and remaining balance will be paid once the second
13 half of the Gross Settlement Amount (\$375,000) is paid ("Second Class Member Settlement Payment.")

14 10.4 No later than ten (10) business days after the Effective Date has passed, Defendant shall
15 pay to the Settlement Administrator the first payment (one-half of the Gross Settlement Amount, or
16 \$375,000). Defendant will wire the funds requested by the Settlement Administrator into the QSF set
17 up and controlled by the Settlement Administrator.

18 10.5 The second half of the Gross Settlement Amount (\$375,000.00) will be paid within one
19 year of the Court's Order granting final approval of the Settlement if no appeal, writ, or other appellate
20 proceeding opposing Final Approval has been filed. If any appeal, writ, or other appellate proceeding
21 opposing Final Approval has been filed, then the second half (\$375,000) shall be paid within the latter
22 of five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement
23 has been finally and conclusively dismissed with no right to pursue further remedies or relief, or within
24 one year of the Court's Order granting final approval of the Settlement.

25 10.6 The First Class Member Settlement Payments and the PAGA Penalty Payment to the
26 LWDA will be paid by the Settlement Administrator no later than twenty-five (25) business days after
27 the Effective Date.

28 10.7 The Second Class Member Settlement Payments will be paid by the Settlement

1 Administrator no later than fifteen (15) business days after the second installment of the Gross
2 Settlement Amount is received by the Settlement Administrator, as provided in section 10.5.

3 10.8 Class Counsel's Attorneys' Fees and Litigation Expenses will be paid to Class Counsel
4 in two payments, as specified in section 8.2.1. The first payment will be paid by the Settlement
5 Administrator no later than twenty-five (25) business days after the Effective Date. The second payment
6 shall occur no later than fifteen (15) business days after the second payment is received, as provided in
7 section 8.2.1. Collectively, the payments made shall constitute full satisfaction of any claim for fees or
8 costs. Class Representatives and Class Counsel, on behalf of themselves and all Settlement Class
9 Members, agree that they shall not seek nor be entitled to any additional attorneys' fees or costs for the
10 Released Claims. Class Counsel shall provide the Settlement Administrator with the pertinent taxpayer
11 identification numbers and instructions on the total amount of the payment for wiring and reporting
12 purposes within five (5) days after the Effective Date has passed (or, if that date falls on a weekend or
13 holiday, the next business day thereafter). Other than any reporting of these fee payments as required
14 by this Agreement or law, which Defendant shall make, Class Counsel shall be responsible for the
15 reporting and payment of any federal, state, and/or local income or other form of tax on any payment
16 that they receive pursuant to this Agreement.

17 10.9 The Service Enhancement Payments to the Class Representatives will be paid as
18 specified in section 8.5. The payments will be made within twenty-five (25) business days of the Effective
19 Date. The Service Enhancement Payments shall be deducted in full, and paid in full, from the first half
20 of the Gross Settlement Amount.

21 10.10 Not later than seventy-five (75) calendar days following the Effective Date (or, if that
22 date falls on a weekend or holiday, the next business day thereafter), the Settlement Administrator shall
23 provide Class Counsel and Defendant's Counsel with a declaration under oath to verify the mailing of
24 Settlement Payment checks and the other distributions from the Gross Settlement Amount. The
25 Settlement Administrator will provide a declaration within seventy-five (75) calendar days after the First
26 Settlement Payments are mailed, and again within seventy-five (75) calendar days after the Second
27 Settlement Payments are mailed. Any checks issued to Settlement Class Members shall remain
28 negotiable for a period of one hundred eighty (180) calendar days from the date of mailing of the

1 Settlement Payment checks. Uncashed checks will be voided, and, subject to the Court's approval, the
2 funds represented by uncashed checks, plus interest, will be delivered to California's Unclaimed
3 Property Fund in the name of the intended recipient. No later than two hundred ten (210) calendar
4 days from the date of mailing of the Second (Final) Settlement Payment checks (or, if that date falls on
5 a weekend or holiday, the next business day thereafter), the Settlement Administrator shall provide Class
6 Counsel and Defendant's Counsel with a declaration as to the total amount of any uncashed settlement
7 checks. Settlement Class Members who fail to negotiate their Settlement Payment check(s) in a timely
8 fashion shall remain subject to the terms of the Settlement, the Released Claims, and the Final Approval
9 Order from the Court.

10 10.11 Defendant understands its legal obligation not to retaliate against the Class
11 Representatives or Class Members for their participation and/or election to participate in the benefits
12 to be afforded any of them by the Settlement Payments and/or the Lawsuit.

13 **XI. RELEASED CLAIMS**

14 11.1 **Settlement Class Member Released Claims.** Upon final approval by the Court, the
15 claims released by the Settlement Class Members and PAGA Aggrieved Employees will include all
16 claims pleaded in the Second Amended Complaint in the Lawsuit and the Amended PAGA letter sent
17 to the LWDA by Plaintiffs, and which could have been alleged under the same or similar facts,
18 allegations, and/or claims pleaded in the Lawsuit against the Released Parties (as defined in section
19 3.34), for work performed during the Settlement Class Period, including the following:

20 (a) The Claims set forth in the Lawsuit, specifically, (1) failure to pay and/or accurately calculate
21 wages, overtime wages, and double time wages (Violations of Labor Code §§ 218.5, 218.6, 510, 1194;
22 and the applicable Wage Order [IWC Wage Order 16-2001]); (2) failure to provide meal periods or pay
23 premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 512, 226.7, and the applicable
24 Wage Order [IWC Wage Order 16-2001]); (3) failure to provide rest periods or pay premiums in lieu
25 thereof at the regular rate (Violation of Labor Code § 226.7, and the applicable Wage Order [IWC
26 Wage Order 16-2001]); (4) failure to furnish timely wages (Violation of Labor Code § 204); (5) failure
27 to pay minimum wage and wages for all hours worked; (Violations of Labor Code §§ 218.5, 218.6,
28 1194, and 1197.1); (6) failure to reimburse for business expenses (Violation of Labor Code §§ 2802

1 and the applicable Wage Order [IWC Wage Order 16-2001]); (7) failure to timely pay wages during and
2 upon termination of employment (i.e. waiting time penalties) (Violation of Labor Code §§ 201, 202,
3 203, 218.5 and 218.6); (8) failure to furnish accurate wage statements, and keep payroll records
4 (Violation of Labor Code § 226); (9) failure to keep accurate time and payroll records (Violation of
5 Labor Code §§ 1174, 1174.5 and the applicable Wage Order [IWC Wage Order 16-2001]); (10) violation
6 of California's Unfair Competition Law based upon the alleged Labor Code violations (Violation of
7 Business & Professions Code § 17200 et seq.; Labor Code § 90.5); and (11) Violation of the California
8 Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.) predicated on the same or similar
9 facts and/or claims alleged in the Lawsuit and/or any PAGA letter sent to the LWDA by Plaintiffs in
10 or prior to the Lawsuit, as well as any claims that could have been pled under the California Labor
11 Code and California Industrial Welfare Commission Wage Orders or analogous federal, state, or local
12 law, under the same or similar facts, allegations, and/or claims pleaded in the Lawsuit.

13 (b) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business
14 practices or punitive damages alleged or which could have been alleged under the facts, allegations,
15 and/or claims pleaded in the complaints filed as part of the Lawsuit; and

16 (c) Any and all other claims under California common law or the California Business and
17 Professions Code alleged in or that could have been alleged under the same or similar facts, allegations
18 and/or claims pleaded in the Lawsuit and/or and based on the alleged Labor Code violations. With
19 respect to the Released Claims only this release also includes such claims whether known or unknown,
20 whether anticipated or unanticipated, including such claims that Settlement Class Members did not
21 know or suspect to exist in their favor that accrued on or before the date of Preliminary Approval of
22 the Class Settlement is granted, or a sooner date per the procedure set forth in section 13.2 below, at
23 Defendant's option.

24 (d) The claims set forth in subparagraphs (a)-(c) hereinabove shall be collectively referred
25 to as the "Released Claims." The Released Claims expressly exclude all unrelated claims including but
26 not limited to claims for retaliation, discrimination, unemployment insurance, disability, workers'
27 compensation, and claims outside the Class Period.

28 11.1.2 All Class Members shall be bound by the release described in Section 11.1 and

1 considered Participating Class Members in this Settlement ***unless*** they formally request exclusion from
2 this Settlement by submitting a valid and timely Request for Exclusion or comparable documentation,
3 as set forth in section 9.6 above.

4 11.1.3 Consistent with the foregoing, Settlement Class Members may not sue or
5 otherwise make a claim against any of the Released Parties that is in any way related to, arises out of, or
6 is connected with any of the Released Claims set forth in this section.

7 11.2 **Class Representatives' Released Claims:** As to the claims of Plaintiffs and Class
8 Representatives Armando Delamora and Jesus Cardenas only, the Released Claims further include,
9 without limitation, any and all claims whatsoever regarding Plaintiffs' employment and/or the
10 termination of employment including, but not limited to, any claims for wages, bonuses, severance pay,
11 vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims
12 based on discrimination, harassment, retaliation, violation of public policy, or damages of any kind
13 whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good
14 faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any legal restriction on
15 Defendant's and Released Parties' right to terminate the employment relationship, or any federal, state,
16 or other governmental statute, executive order, regulation or ordinance, or common law, or any other
17 basis whatsoever, to the fullest extent provided by law. Plaintiffs shall be deemed to have, and by
18 operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted
19 by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other
20 similar provision under federal or state law that purports to limit the scope of a general release. Plaintiffs
21 have read Section 1542 of the Civil Code of the State of California, which provides as follows:

22
23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
26 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
27 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
28 OR RELEASED PARTY.

26 Plaintiffs understand that Section 1542 gives the right not to release existing claims of which they
27 are not now aware, unless Plaintiffs voluntarily choose to waive this right. Having been so apprised, both
28 Plaintiffs nevertheless voluntarily waive the rights described in Section 1542, and elect to assume all risks

1 for claims that now exist in each of their favor, known or unknown. The release of the claims of Class
2 Representatives as set forth in this paragraph is a condition precedent to enforcement of this Agreement.

3 11.2.1 The Class Representatives may hereafter discover facts in addition to or different from
4 those which they now know or believe to be true with respect to the subject matter of the Class
5 Representatives' Released Claims, but they shall be deemed to have, and by operation of the Judgment
6 shall have, fully, finally, and forever settled and released any and all Class Representatives' Released
7 Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not
8 concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now
9 existing or coming into existence in the future, including, but not limited to, conduct which is negligent,
10 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent
11 discovery or existence of such different or additional facts.

12 **XII. MOTIONS FOR COURT APPROVAL**

13 12.1 **Motion for Preliminary Approval:** Settlement Class Counsel will file a motion for
14 preliminary approval. Settlement Class Counsel shall endeavor to provide to Defendant for review and
15 comment at least five (5) business days before the filing of the motion. Settlement Class Counsel shall
16 file, if required by the Court: (i) this Agreement and its Exhibits, (ii) a noticed motion seeking the Court's
17 preliminary approval of this Settlement, (iii) a proposed order granting such preliminary approval and
18 setting hearing for final approval, and (iv) any other document consistent with the Settlement and
19 reasonably necessary to obtain the Court's preliminary approval of the Settlement.

20 12.2 **Motion for Final Approval:** The Settling Parties shall request that the motion for final
21 approval be set for hearing a reasonable period of time after the Notice Response Deadline, as the
22 Court's calendar will allow. Settlement Class Counsel shall prepare the motion for final approval of the
23 Settlement according to the timeline the Court directs, and shall provide to Defendant for review and
24 comment a draft motion for final approval at least five (5) business days before the filing of the motion.
25 Sufficiently in advance of the final approval hearing to meet the statutory notice requirements, Plaintiffs
26 shall file with the Court: (i) a noticed motion for final approval which shall include Settlement Class
27 Counsel's motion for Attorneys' Fees, Litigation Expenses, and Service Enhancement Payments, (ii) a
28 proposed order granting final approval and entering Judgment thereon, and (iii) any other documents

consistent with the Settlement and reasonably necessary to obtain the Court's final approval of the Settlement and entry of Judgment. The Parties will ask the Court to maintain jurisdiction of this matter for the purpose of monitoring compliance with and performance under this Agreement and any and all orders and judgments, including the Judgment, entered by the Court.

XIII. RIGHT TO REVOKE

13.1 **Defendant's Right to Revoke:** If 10% or more Settlement Class Members timely opt out of the class settlement, Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving from the Settlement Administrator the final list of opt-outs. Defendant agrees to meet and confer in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. Should Defendant elect to rescind/void the Settlement, Defendant will be solely responsible for all administration costs and fees incurred by the Settlement Administrator as of the date of rescission.

13.2 **Escalation Clause and Settlement Cut-Off Date:** Defendant represents that the calculated number of workweeks through and until January 12, 2023 is 67,736, broken out as follows:

Non-Exempt Class Member Field Employees	Non-Exempt Class Member Non- Field Employees	Exempt Class Member Employees	Total
46,338	15,673	5,725	67,736

Any finding of workweeks during the time frame from May 4, 2018 through Preliminary Approval that exceeds the 67,736 workweek count by more than 15% (77,896) at the option of Defendant, Defendant shall either increase the Gross Settlement Amount or elect to move the end date for the Settlement Class Period to the latest date before the Preliminary Approval that does not exceed 77,896 workweeks. In the event Defendant elects to extend the Class Period to a date wherein the total workweeks is more than 77,896, the Gross Settlement Amount will be increased by determining the workweek value calculated based on 77,896 workweeks divided by the Gross Settlement Amount multiplied by the additional number of workweeks. For example, if the total number of workweeks by

1 the end of the Class Period is 77,996 and the workweek value is \$9.62 per workweek, Defendant would
2 have to increase the Gross Settlement Amount by \$962.00 ($77,996 - 77,896 = 100 * \9.62).

3 13.3 **Termination of Settlement Agreement:** Plaintiffs or Defendant may terminate this
4 Settlement if after submitting the settlement for approval to the Court any Court declines to enter the
5 preliminary approval order, the final approval order, or judgment in substantially the form submitted by
6 the Settling Parties, without leave to amend, or if any appeal opposing the judgment is not ultimately
7 dismissed. If the conditions of the Settlement set forth in this Agreement are not satisfied, or if Defendant
8 terminates and withdraws from the Agreement pursuant to Section 13.1 above, the terminating Party
9 shall give to the other Party (through its/his counsel) written notice of its decision to terminate no later
10 than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred.
11 Termination shall have the following effects:

12 (a) The Memorandum of Understanding (MOU) and Settlement Agreement shall be
13 terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

14 (b) In the event the Settlement Agreement is terminated, Defendant shall have no
15 obligation to make any payments to any party, Settlement Class Member, PAGA Aggrieved Employee,
16 or attorney. If there are any fees incurred by the Settlement Administrator and the settlement is
17 terminated, the Party responsible for terminating the Settlement Agreement shall solely be responsible
18 for any costs and fees incurred by the Settlement Administrator.

19 (c) The preliminary approval order, final approval order and judgment shall be vacated.

20 (d) The Stipulation of Settlement and all negotiations, statements and proceedings relating
21 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to
22 their respective positions prior to the Settlement.

23 (e) Except as otherwise discoverable, neither the MOU, this Agreement, nor any ancillary
24 documents, actions, statements, or filings in furtherance of settlement (including all matters associated
25 with the mediation) shall be admissible or offered into evidence in the Lawsuit or any other action for
26 any purpose whatsoever.

27 If the Effective Date does not occur (due to failure of the Court to grant final approval or
28 otherwise), or if this Settlement is terminated, revoked, or canceled pursuant to its terms, the Parties to

1 this Settlement shall be deemed to have reverted to their respective status as of the date immediately prior
2 to the execution of this Settlement. Notwithstanding this provision, the Parties hereby stipulate that the
3 terms of Section 15.12 shall survive and be admissible in evidence even if the Settlement does not become
4 final.

5 **XIV. COOPERATION**

6 14.1 The Parties shall cooperate fully with one another in seeking approval of the Court of
7 this Agreement and to use their respective best efforts to consummate the Settlement and cause the
8 Final Approval Order and Judgment to be entered and to become final. The Parties therefore agree to
9 cooperate in good faith to promptly prepare, execute and finalize all Settlement-related documents, seek
10 all necessary Court approvals, and do all other things necessary to consummate the Settlement. The
11 Parties also agree to mutually seek to stay any pending or subsequently filed class action lawsuits that
12 allege any of the Released Claims set forth in Section 11 of this Agreement.

13 14.2 No Party to this Agreement shall seek to evade his, her, or its good faith obligations to
14 seek approval and implementation of this Settlement by virtue of any ruling, order, governmental
15 report, or other development, whether in the Lawsuit, in any other litigation, or otherwise, that
16 hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to
17 any claims or defenses or their relative bargaining power with respect to negotiating.

18 14.3 The Parties and their respective counsel of record deem this Settlement to be fair and
19 reasonable and have arrived at this Settlement after arms-length negotiations taking into account all
20 relevant factors, present and potential.

21 14.4 The Class Representatives and Settlement Class Counsel agree to waive appeals of an
22 order granting final approval of this Settlement or entering Judgment in the Lawsuit as to Defendant
23 so long as such order is consistent with the material terms of this Agreement.

24 14.5 Plaintiffs and Settlement Class Counsel will not make any public disclosure of the
25 Settlement until after the filing of the motion for preliminary approval of the Settlement. Plaintiffs and
26 Settlement Class Counsel represent that they have not made any such disclosure. Plaintiffs, Defendant,
27 Settlement Class Counsel, and defense counsel shall not encourage members of the Settlement Class
28 to opt-out. Settlement Class Counsel and Plaintiffs agree not to publicize the terms of this Settlement

1 with the media, including but not limited to, any newspaper, journal, magazine, website and/or online
2 reporter of settlements or on any website. However, for the limited purpose of allowing Settlement
3 Class Counsel to prove adequacy as class counsel in other actions, Settlement Class Counsel may
4 disclose the name of the Plaintiffs in this action and the venue/case number of this action for such
5 purposes. Settlement Class Counsel shall not disclose the amount of the settlement or the name of the
6 Defendant, but may describe Defendant as an “Engineering Contractor Company” in such disclosures.
7 Nothing in this provision shall prevent the Parties from making any required disclosure.

8 **XV. MISCELLANEOUS PROVISIONS**

9 15.1 All of the Settling Parties have been represented by counsel throughout all negotiations
10 that preceded the execution of this Agreement, and this Agreement is made with the consent and
11 advice of counsel.

12 15.2 This Agreement may not be modified or amended, except in a writing that is signed by
13 the respective counsel of record for the Parties and approved by the Court.

14 15.3 This Agreement and its Exhibits attached hereto constitute the entire agreement
15 between the Settling Parties concerning the subject matter hereof, and supersede and replace all prior
16 negotiations, understandings, memoranda of understanding and proposed agreements, written and
17 oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary, or
18 contradict the terms of the Agreement unless made in writing, signed by duly authorized
19 representatives of all Settling Parties, and approved in writing by a final order of the Court. No waiver
20 of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one
21 or more instance shall be deemed to be or construed as a further or continuing waiver of any such
22 term, provision or condition.

23 15.4 This Agreement shall be subject to, governed by, construed, enforced, and administered
24 in accordance with the laws of the State of California, without giving effect to the principles of conflict
25 of laws, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction
26 of the Court. This Agreement shall be construed as a whole according to its fair meaning and intent, and
27 not strictly for or against any party, regardless of who drafted (or was principally responsible for drafting)
28 this Agreement or any specific term or condition thereof. In any construction to be made of the

1 Agreement, the Agreement shall not be construed against any party and the canon of contract
2 interpretation set forth in California Civil Code section 1654 shall not be applied.

3 15.5 The Settlement shall be binding upon and inure to the benefit of the Settling Parties'
4 respective successors, assigns, heirs, spouses, marital communities, executors, administrators and legal
5 representatives. The Agreement and Settlement are not designed to and do not create any third-party
6 beneficiaries either express or implied.

7 15.6 The Settling Parties agree they can consult mediator Mark Rudy to advise on disputes
8 that may arise in connection with interpreting the terms of the Settlement. However, Mr. Rudy's
9 opinions will be non-binding on the Settling Parties and the Settling Parties agree only the Court shall
10 retain jurisdiction with respect to disputes that may arise in connection with interpreting the terms of
11 the Agreement, and the implementation and enforcement of the terms of the Agreement, and all
12 Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and
13 enforcing the terms of the Agreement.

14 15.7 This Agreement may be executed in one or more counterparts, each of which shall be
15 deemed an original and together shall constitute one and the same instrument. When each of the
16 Parties has signed at least one such counterpart, this Agreement shall become effective and binding as
17 to all of the Parties as of the day and year last executed. Fax and/or electronically scanned signatures
18 shall be deemed as effective as originals.

19 15.8 The Parties hereto represent, covenant, and warrant that they have not directly or
20 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
21 person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
22 released and discharged except as set forth herein.

23 15.9 Each individual signing this Agreement warrants that he or she has the authority and is
24 expressly authorized to enter into this Agreement on behalf of the party (or parties) for which that
25 individual signs.

26 15.10 Any notices or other documents that must or may be transmitted to Settlement Class
27 Counsel and/or Defendant's Counsel, pursuant to any section of this Agreement, shall be transmitted
28 to the addresses and/or e-mails set forth in the caption above.

1 15.11 The Parties and all counsel acknowledge and agree that for the purposes of any claims,
2 actions, and/or proceedings arising out of this Agreement, notice provided to Settlement Class Counsel
3 shall be deemed to be notice to the Plaintiffs.

4 15.12 The Parties have stipulated to stay any and all deadline(s) to bring the case to trial,
5 including pursuant to Cal. Civ. Code Section 583.320. This stay shall remain in place until such time
6 as the Settlement is either approved or nullified, as set forth herein.

1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing
2 terms and conditions by executing this Agreement as of the date indicated below.

3 **APPROVED AND AGREED:**

4
5 Dated: Apr 28, 2023

By: 
ARMANDO DELAMORA
Representative Plaintiff

6
7
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9 Dated: _____

By: _____
JESUS CARDENAS
Representative Plaintiff

10
11
12 Dated: _____

THORPE DESIGN, INC.

By: _____
Name:
Title:
Defendant Thorpe Design, Inc.

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16 **APPROVED AS TO FORM:**

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18 Dated: April 25, 2023

THE MARKHAM LAW FIRM

By: 
DAVID R. MARKHAM
MAGGIE REALIN
LISA BREVARD
Attorneys for Plaintiff ARMANDO DELAMORA
and the Proposed Class

19
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22
23
24 Dated: April 23, 2023

UNITED EMPLOYEES LAW GROUP

By: 
WALTER L. HAINES
Attorney for Plaintiff ARMANDO DELAMORA
and the Proposed Class

1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing
2 terms and conditions by executing this Agreement as of the date indicated below.

3 **APPROVED AND AGREED:**

4
5 Dated: _____

By: _____
ARMANDO DELAMORA
Representative Plaintiff

6
7
8 Dated: 04 / 25 / 2023

By: 
JESUS CARDENAS
Representative Plaintiff

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11 Dated: _____

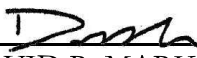
THORPE DESIGN, INC.

12
13 By: _____
14 Name:
15 Title:
Defendant Thorpe Design, Inc.

16 **APPROVED AS TO FORM:**

17
18 Dated: April 23, 2023

THE MARKHAM LAW FIRM

19
20 By: 
21 DAVID R. MARKHAM
22 MAGGIE REALIN
23 LISA BREVARD
Attorneys for Plaintiff ARMANDO DELAMORA
and the Proposed Class

24 Dated: April 23, 2023

UNITED EMPLOYEES LAW GROUP

25
26 By: 
27 WALTER L. HAINES
28 Attorney for Plaintiff ARMANDO DELAMORA
and the Proposed Class

1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing
2 terms and conditions by executing this Agreement as of the date indicated below.

3 **APPROVED AND AGREED:**

4
5 Dated: _____

By: _____
ARMANDO DELAMORA
Representative Plaintiff

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9 Dated: _____

By: _____
JESUS CARDENAS
Representative Plaintiff

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11
12 Dated: 4/22/23

THORPE DESIGN, INC.

13
14 By:  _____
Corey Gray
President
Defendant Thorpe Design, Inc.

15
16 **APPROVED AS TO FORM:**

17
18 Dated: _____

THE MARKHAM LAW FIRM

19
20 By: _____
DAVID R. MARKHAM
MAGGIE REALIN
LISA BREVARD
Attorneys for Plaintiff ARMANDO DELAMORA
and the Proposed Class

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24 Dated: _____

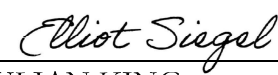
UNITED EMPLOYEES LAW GROUP

25
26 By: _____
WALTER L. HAINES
Attorney for Plaintiff ARMANDO DELAMORA
and the Proposed Class

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Dated: 4/26/23

KING & SIEGEL LLP

By: 
JULIAN KING
ELLIOT SIEGEL
ZACHARY TUCKER
Attorneys for Plaintiff JESUS CARDENAS
and the Proposed Class

Dated: 04/26/2023

BARAHMAND LAW GROUP

By: 
NAVID BARAHMAND
Attorney for Plaintiff JESUS CARDENAS
and the Proposed Class

Dated: _____

LITTLER MENDELSON, P.C.

By: _____
ROBERT G. HULTENG
WILLIAM A. COSMOPULOS
Attorneys for Defendant THORPE DESIGN, INC.

Dated: _____

KRAEBER LAW OFFICE

By: _____
LORA VAIL FRENCH
RHONDA KRAEBER
Attorneys for Defendant THORPE DESIGN, INC.

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Dated: _____

KING & SIEGEL LLP

By: _____
JULIAN KING
ELLIOT SIEGEL
ZACHARY TUCKER
Attorneys for Plaintiff JESUS CARDENAS
and the Proposed Class

Dated: _____

BARAHMAND LAW GROUP

By: _____
NAVID BARAHMAND
Attorney for Plaintiff JESUS CARDENAS
and the Proposed Class

Dated: April 24, 2023

LITTLER MENDELSON, P.C.

By:  _____
ROBERT G. HULTENG
WILLIAM A. COSMOPULOS
Attorneys for Defendant THORPE DESIGN, INC.

Dated: _____

KRAEBER LAW OFFICE

By: _____
LORA VAIL FRENCH
RHONDA KRAEBER
Attorneys for Defendant THORPE DESIGN, INC.

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Dated: _____

KING & SIEGEL LLP

By: _____
JULIAN KING
ELLIOT SIEGEL
ZACHARY TUCKER
Attorneys for Plaintiff JESUS CARDENAS
and the Proposed Class

Dated: _____

BARAHMAND LAW GROUP

By: _____
NAVID BARAHMAND
Attorney for Plaintiff JESUS CARDENAS
and the Proposed Class

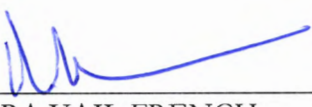
Dated: _____

LITTLER MENDELSON, P.C.

By: _____
ROBERT G. HULTENG
WILLIAM A. COSMOPULOS
Attorneys for Defendant THORPE DESIGN, INC.

Dated: 5/1/2023

KRAEBER LAW OFFICE

By:  _____
LORA VAIL FRENCH
RHONDA KRAEBER
Attorneys for Defendant THORPE DESIGN, INC.