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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

NATHAN ALLEN JOSEPH LOVE, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

MODERN WELDING COMPANY OF
CALIFORNIA, INC.; EXPRESS SERVICES,
INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No. BCV-22-101097

Assigned for All Purposes to:
Judge David Zulfa
Division J

JOINT STIPULATION OF SETTLEMENT

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Civil Procedure, Rules of Court, and applicable case
3 law, that the Settlement of this Action shall be effectuated upon and subject to the following terms
4 and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or as
5 defined elsewhere in this Joint Stipulation of Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Nathan Allen Joseph Love through
7 his successors in interest, Sarah Medina and Kayla Tristan (“Named Plaintiff’s Successors”) and the
8 Class Members, on the one hand, and Defendants Modern Welding Company of California, Inc. and
9 Express Services, Inc. (collectively referred to as “Defendants”), on the other hand. Named Plaintiff
10 and Defendant collectively are referred to in this Agreement as “the Parties.”

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendant to pay the gross settlement amount of Three Hundred
13 Thousand Dollars (\$300,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”)
14 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
15 including but not limited to, a release of all claims by Plaintiff and the Class Members as set forth
16 herein.

17 ARTICLE I

18 DEFINITIONS

19 Unless otherwise defined herein, the following terms used in this Agreement shall have the
20 meanings ascribed to them as set forth below:

21 a. “Action” means the action described as follows: *Nathan Allen Joseph Love,*
22 *individually and on behalf of all others similarly situated v. Modern Welding Company of California,*
23 *Express Services, Inc., and DOES 1 through 20, inclusive,*” Case No. BCV-22-101097, commenced
24 on May 4, 2022, in the Superior Court of the State of California for the County of Kern.

25 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
26 Exhibit(s).

27 c. “Class” means all hourly, non-exempt employees employed by Defendants in
28 California during the Class Period.

d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

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Jessica L. Campbell
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e. "Class List" means a list based on Defendants' business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. "Class Member(s)" means all hourly, non-exempt employees employed by Defendants in California during the Class Period.

g. "Class Period" means November 7, 2017 until preliminary approval of the settlement of the Action.

h. "Court" means the California Superior Court for the County of Kern, where the Action is currently pending.

i. "Date of Finality" means ten (10) days after the date that an order by the Court granting final approval becomes non-appealable. Non-appealable means that no party, including objectors, if any, has a right to appeal to, or seek reconsideration in, the California Court of Appeal, the California Supreme Court, or the U.S. Supreme Court or, to the extent any appeals have been filed, they have been resolved, exhausted or settled, such that no further appeal activity may be taken.

j. "Defendants" means Defendants Modern Welding Company of California and Express Services, Inc.

k. "Defense Counsel" means counsel for Defendants:

Diane E. Coderniz
BAKER MANOCK & JENSEN PC
5260 North Palm Avenue, Suite 201
Fresno, California 92704
Telephone: 559.432.5620

Attorneys for Modern Welding Company of California, Inc.

Morgan P. Forsey
Brett D. Young
ARENTFOX SCHIFF LLP
555 West Fifth Street, 48th Floor,
Los Angeles, California 90013
Telephone: 213.443.7538
Attorneys for Express Services, Inc.

l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means Three Hundred Thousand and Zero Cents (\$300,000.00) to be paid by Defendant Modern Welding as provided by this Agreement to settle this Action. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive Awards, pursuant to Section 3.07(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant Modern Welding separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to the terms and conditions set forth in Section 3.04(e) below. The Gross Settlement Amount may not increase under any other circumstances. No part of the Gross Settlement Amount shall revert to Defendant.

o. “Incentive Award” means a monetary amount of up to \$5,000 for each of the individuals that Plaintiff’s attorneys contend are Plaintiff Nathan Love’s successors in interest, Sarah Medina and Kayla Tristan. Defendants do not take a position with respect to Plaintiff’s counsel’s contention that these individuals are legal successors in interest, nor these individuals’ eligibility to request and receive the “Incentive Award” as part of this settlement. .

p. "Individual Settlement Payment(s)" means each Participating Class Member's pro rata share of the Net Settlement Amount According to the number of workweeks worked during the Class Period.

q. "Individual PAGA Payment" means the PAGA Group Member's pro rata share of the PAGA Settlement Amount calculated according to the number of workweeks worked during the PAGA Period.

r. "LWDA" means The State of California Labor and Workforce Development Agency.

s. "LWDA Payment" means 75% of the \$25,000 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

t. "Motion for Final Approval" means Named Plaintiff's Successors' submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in this Action.

u. "Motion for Preliminary Approval" means Named Plaintiff's Successors' submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of Court.

v. "Named Plaintiff" means decedent Nathan Allen Joseph Love through his successors in interest, Sarah Medina and Kayla Tristan.

w. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved administration costs, Class Counsels' attorney's fees and costs, Incentive Award, pursuant to Section 3.06(a)-(e) below.

x. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the Settlement Administrator a valid and timely written request to be excluded from the Class pursuant to Section 3.04(b) below.

y. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

1 z. “PAGA” means the California Private Attorneys General Act of 2004, which is
2 codified in California Labor Code §§ 2698, *et seq.*

3 aa. “Participating Class Member(s)” is defined as a Class Member who does not timely
4 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
5 Settlement Amount automatically without the need to return a claim form. Each Participating Class
6 Member will be paid his/her Individual Settlement Payment.

7 bb. “PAGA Group Members” means all Class Members employed by Defendants at any
8 time between November 7, 2020 until preliminary approval of the settlement of the Action (“PAGA
9 Period”).

10 cc. “Preliminary Approval Date” means the date the Court preliminarily approves the
11 Settlement embodied in this Agreement.

12 dd. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
13 Regulation § 1.468B-1, 26 CFR § 1.468B-1, *et seq.*, that is established by the Settlement
14 Administrator for the benefit of Participating Class Members.

15 ee. “Qualifying Workweeks” means the number of weeks that Class Members worked
16 for Defendants as non-exempt employees during the Class Period.

17 ff. “Released Parties” means Defendants and each of their respective affiliates,
18 subsidiaries, parent companies, related companies, partners, officers, directors, managers, servants,
19 agents, employees, former employees, representatives, franchisors, franchisee, joint employers under
20 any theory of joint employment, and attorneys, past or present, and all persons acting under, by,
21 though, or in concert with any of them.

22 gg. “Response Deadline” means the deadline by which Class Members must postmark or
23 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
24 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
25 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
26 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
27 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
28 mailing.

9 ii. “Settlement Administrator” means ILYM Group, Inc., which the Parties have agreed
0 will be responsible for the administration of the Individual Settlement Payments to be made by
1 Defendant from the Gross Settlement Amount and related matters under this Agreement.

CONTINGENT NATURE OF THE AGREEMENT

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendants will be vacated and Named Plaintiff's Successors', Defendants, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement

1 reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under
2 this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be
3 used or cited thereafter by any person or entity, including in any manner whatsoever, including
4 without limitation any contested proceeding relating to the certification of any class. If the Date of
5 Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect
6 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly
7 reserve the right to challenge the propriety of class certification in the Action for any purpose, if the
8 Date of Finality does not occur.

9 The Parties and their respective counsel shall take all steps that may be requested by the Court
10 relating to the approval and implementation of this Agreement, and shall otherwise use their
11 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
12 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
13 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
14 resolution, the Parties agree to seek the assistance of mediator Michael J. Loeb, Esq. to resolve the
15 dispute.

16 ARTICLE III

17 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

18 The procedure for obtaining Court approval of and implementing this Agreement shall be as
19 follows:

20 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

21 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
22 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
23 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
24 Approval Date."

25 **Section 3.02: The Settlement Administrator**

26 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
27 Settlement Administrator, including but not limited to, distributing and responding to inquiries about
28 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement

1 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
2 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
3 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award check to
4 Named Plaintiff's Successors', and the employer payroll taxes to the appropriate taxing authorities.
5 The Settlement Administrator shall expressly agree to all of the terms and conditions of this
6 Agreement.

7 All costs of administering the Settlement, including but not limited to all costs and fees
8 associated with preparing, issuing and mailing any and all notices to Class Members and/or
9 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
10 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
11 returns and any other filings required by any governmental taxing authority or agency, all costs and
12 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
13 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
14 incurred and/or charged by the Settlement Administrator in connection with the execution of its
15 duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement
16 Administrator from the Gross Settlement Amount.

17 **Section 3.03: Notice to Class Members**

18 No later than ten (10) business days after the Preliminary Approval Date, Defendants will
19 provide the Settlement Administrator with a "Class List" in electronic format based on its business
20 records, identifying the names of the Class Members, their last known home addresses, Social
21 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
22 and weeks worked during the Class Period.

23 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
24 Administrator will send Class Members, by first-class mail, at their last known address, the Court
25 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
26 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
27 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
28 mailing in which to postmark written objections or requests for exclusion. Prior to the initial mailing,

1 the Settlement Administrator will check all Class Member addresses against the National Change of
2 Address database and shall update any addresses before mailing. The Settlement Administrator will
3 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
4 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
5 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of
6 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
7 Class Members shall not be required to submit claim forms in order to receive a proportional share
8 of the Net Settlement Amount.

9 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
10 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
11 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
12 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
13 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
14 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
15 that reasonable means be used to locate Class Members and that the Settlement Administrator be
16 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
17 Individual Settlement Payments to all Participating Class Members.

18 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
19 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
20 status report provided to the Parties.

21 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
22 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
23 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
24 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
25 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
26 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
27 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
28 procedures set forth in Section 3.06(f) below.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendants' records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Court is the final arbiter of disputes. Plaintiff will file with the Court all disputes submitted by class members, the evidence submitted, and the resolution of those disputes.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), or based on any other timeline or requirements suggested by the Court. The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly

1 requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement
2 Payment, will not be bound by the terms and conditions of this Agreement, and will not have any
3 right to object, appeal, or comment thereon. PAGA Group Members shall not be able to exclude
4 themselves from the PAGA portion of this settlement and PAGA Group Members who worked
5 during the PAGA Period shall receive their pro rata portion of the PAGA settlement even if they opt
6 out of the class action settlement.

7 Any Class Member who fails to timely submit a request for exclusion shall automatically be
8 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
9 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
10 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
11 and/or released in this Agreement will be extinguished.

12 **c. Objections to Settlement**

13 For any Class Member to object to this Agreement, or any term of it, the person making the
14 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
15 Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after
16 the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written
17 statement of the grounds of objection, signed by the objecting Class Member or his or her attorney,
18 along with all supporting papers, if any. The date of the initial mailing of the Notice Packet, and the
19 date the signed objection was postmarked, shall be conclusively determined according to the records
20 of the Settlement Administrator. The Settlement Administrator shall send any objections it receives
21 to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may
22 also appear at the final approval hearing to object. Class Counsel shall be responsible for filing all
23 objections with the Court, prior to the Motion for Final Approval, or in such other matter as the Court
24 directs. The Court retains final authority with respect to the consideration and admissibility of any
25 Class Member objections.

26 **d. Encouragement of Class Members**

27 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
28 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from

1 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
2 Class Members.

3 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

4 Defendant has estimated the number of Class Members as 94 and the number of work weeks
5 as 5,970. If the number of Class Members exceeds 94 or the number of work weeks exceeds 5,970
6 by more than 10% as of the end of the Class Period, there will be a pro rata adjustment to the Gross
7 Settlement Amount per additional Class Member equal to \$2,901.35 or per additional workweek
8 equal to \$45.68 per additional work week, whichever is greater.

9 **Section 3.05: Final Fairness and Approval Hearing**

10 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
11 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
12 and determine whether the Court should give it final approval, and (2) consider any objections made
13 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
14 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
15 Proposed Final Order Approving Settlement of Class Action.

16 **Section 3.06: Settlement Payment Procedures**

17 **a. Settlement Amount**

18 In exchange for the Released Claims set forth in this Agreement, Defendant Modern Welding
19 agrees to pay the Gross Settlement Amount in the amount of Three Hundred Thousand Dollars
20 (\$300,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
21 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
22 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
23 Amount, and the Incentive Payments.

24 Within fifteen (15) calendar days after the Date of Finality, Defendant Modern Welding shall
25 transfer the \$300,000.00, as set forth herein, into a QSF established by the Settlement Administrator
26 either directly or by sending the funds to the Settlement Administer to be deposited and distributed
27 plus Defendant's share of employer-side payroll taxes. The Settlement Administrator will use these
28 funds to fund payment of the Individual Settlement Payments to Participating Class Members,

1 Individual PAGA Payments, Class Counsel's attorneys' fees and costs, the Incentive Award, and the
2 Settlement Administration Costs.

3 Within ten (10) court days after receiving Defendants' final payment, funding the Gross Settlement
4 Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to
5 Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
6 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
7 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
8 search based on the National Change of Address Database to update and correct for any known or
9 identifiable address changes.

10 **b. Payment of Attorneys' Fees and Costs**

11 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
12 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One
13 Hundred Thousand Dollars and Zero Cents (\$100,000.00). Class Counsel shall submit an application
14 for an award of costs not to exceed Twenty Thousand Dollars (\$20,000.00). Such application for
15 attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing.
16 Defendants shall not object to or oppose any such application in these amounts. Class Counsel shall
17 serve Defendants with copies of all documents submitted in support of their application for an award
18 of attorneys' fees and costs.

19 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
20 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
21 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
22 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
23 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
24 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
25 will be reallocated to the Net Settlement Amount.

26 **c. Payment of Settlement Administration Costs**

27

28

1 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
2 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Five
3 Thousand Dollars (\$5,000.00).

4 **d. Payment of Incentive Award to Named Plaintiff**

5 Subject to Court approval, each of Plaintiff Nathan Allen Joseph Love's successors in
6 interest, Sarah Medina and Kayla Tristen, shall receive an Incentive Award of up to Five Thousand
7 Dollars (\$5,000.00), the request for which Defendants will not object to or oppose. In agreeing not
8 to oppose the request, Defendants take no position as to the status of Sarah Medina and Kayla Tristen
9 as Plaintiff's successors in interest nor their eligibility to receive the Incentive Award. The Incentive
10 Awards shall be paid out of the Gross Settlement Amount and shall not constitute payment to any
11 Participating Class Member(s) other than Nathan Love's successors in interest, Sarah Medina and
12 Kayla Tristan. To the extent that the Court approves less than the amount of incentive award that
13 Class Counsel request, the difference between the requested and awarded amounts will be reallocated
14 to the Net Settlement Amount.

15 Because it is the intent of the Parties that the Incentive Award represent payment to Named
16 Plaintiff's successors in interest for Named Plaintiff's service to the Class Members, and not wages,
17 the Settlement Administrator will not withhold any taxes from the Incentive Award. The Incentive
18 Award will be reported on a Form 1099, which the Settlement Administrator will provide to Nathan
19 Love's successors in interest, Sarah Medina and Kayla Tristan and to the pertinent taxing authorities
20 as required by law.

21 **e. Payment to the Labor and Workforce Development Agency**

22 In consideration of claims made under PAGA, Class Counsel will request that the Court
23 approve allocation of Twenty-Fifty Thousand Dollars (\$25,000) of the Gross Settlement Amount to
24 these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
25 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid
26 to the Net Settlement Amount for distribution to PAGA Group Members. Defendants will not oppose
27 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
28

1 The Court's adjustment, if any, of the amount allocated to Named Plaintiffs' PAGA claim in the
2 Action, will not invalidate this Agreement.

3 **f. Payment of Individual Settlement Payments to Participating Class Members**

4 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
5 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
6 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
7 each Class Member. To calculate the minimum amount each Class Member will receive based on
8 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
9 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
10 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
11 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
12 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
13 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
14 individual Qualifying Workweeks worked during the Class Period by each Participating Class
15 Member.

16 Each Individual Settlement Payment will represent wages and penalties allocated using the
17 following formula: 40% allocated to wages and 60% allocated to penalties and interest. The amounts
18 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
19 and all other authorized and required withholdings and shall be reported by W-2 forms. The
20 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
21 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
22 other than the tax withholdings customarily made from employees' wages and shall be reported by
23 IRS 1099 forms.

24 An Individual PAGA Payment calculated by (a) dividing the \$25,000 LWDA Payment
25 allocated to PAGA Group Members by the total number of workweeks worked by all PAGA Group
26 Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's
27 Workweeks. The Individual PAGA Payment shall be treated as penalties and will be reported on
28

1 IRS 1099 Forms. PAGA Group Members assume full responsibility and liability for any employee
2 taxes owed on their Individual PAGA Payment.

3 No later than ten (10) business days after receiving the Gross Settlement Amount from
4 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
5 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
6 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
7 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
8 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
9 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
10 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
11 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
12 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
13 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

14 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
15 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
16 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
17 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
18 Settlement Administrator is unable to obtain a valid mailing address through this process, the
19 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
20 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

21 **g. Default on Payment.**

22 In the event Defendant Modern Welding makes a late payment or does not pay any portion
23 of the Gross Settlement Amount, it shall be considered a default. In the event Defendant Modern
24 Welding fails to make any payment on the date it is due, under Section 3.06(a), the Settlement
25 Administrator will provide notice to Class Counsel and Defendants' counsel within three (3) business
26 days of the missed payment. Thereafter, Defendant Modern Welding will have seven (7) days to cure
27 the default and tender payment to the Settlement Administrator. In the event Defendant Modern
28 Welding fails to cure the default within the times set forth herein, Named Plaintiff may elect to enter

1 judgment against Defendant Modern Welding, on an ex parte basis, for the balance of the unpaid
2 Gross Settlement Amount to date, and will be entitled to recover interest at ten percent (10%) per
3 year from the due date for such payment and reasonable attorneys' fees and costs.

4 **h. No Credit Toward Benefit Plans.**

5 The Individual Settlement Payments made to Participating Class Members and PAGA Group
6 Members under this Agreement, as well as any other payments made pursuant to this Agreement,
7 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
8 Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k)
9 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
10 Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or
11 amounts to which any Class Members or PAGA Group Members may be entitled under any benefit
12 plans.

13 **ARTICLE IV**

14 **LIMITATIONS ON USE OF THIS SETTLEMENT**

15 **Section 4.01: No Admission**

16 Defendants dispute all the allegations in the Action and dispute that, but for this Settlement,
17 a Class should not have been certified in the Action. This Agreement is entered into solely for the
18 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
19 construed as an admission of liability or wrongdoing by Defendants or any named defendants.

20 **Section 4.02: Non-Evidentiary Use**

21 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
22 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
23 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
24 including but not limited to, evidence of a presumption, concession, indication, or admission by any
25 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
26 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
27 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
28

1 Agreement or for Defendants to establish that a Class Member or PAGA Group Member has resolved
2 any of his or her claims released through this Agreement.

3 **Section 4.03: Nullification**

4 The Parties have agreed to the certification of the Class encompassing all claims alleged in
5 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
6 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
7 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
8 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
9 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
10 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
11 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
12 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
13 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
14 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
15 should be certified by the Court in a non-settlement context in this Action or any other action, and in
16 any of those events, Defendants expressly reserve the right to oppose certification of the Class.

17 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
18 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

19 **ARTICLE V**

20 **RELEASES**

21 **Section 5.01: Released Claims by Class Members**

22 As of the date of Judgment and after Defendant Modern Welding funds all amounts due under
23 the terms of the Settlement, all Participating Class Members, on behalf of themselves and their
24 spouses, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release
25 Defendants and the Released Parties from all claims that were alleged in the operative Complaint as
26 amended, or could have been alleged based on the facts alleged in the operative Complaint, as
27 amended, or that could have been raised in the Action based on the facts alleged. The released claims
28 include all claims for failure to pay minimum wages; failure to pay overtime compensation; failure

to pay double-time wages; failure to provide meal periods; failure to authorize and permit rest breaks; failure to pay missed-break premiums, including failure to pay missed-break premiums at the regular rate of compensation; failure to reimburse for business expenses; failure to timely pay final wages upon termination; failure to provide accurate itemized wage statements; and unfair business practices. The released claims include all claims, including but not limited to all claims for fees or costs, arising under the Labor Code asserted in the operative Complaint, as amended, including but not limited to claims arising under sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; as well as all related claims arising under the Wage Orders of the Industrial Welfare Commission and Business and Professions Code sections 17200, et seq. related to the Labor Code Sections listed above. The released claims include all claims for interest, costs, attorneys' fees, and penalties based on the claims pled in the operative First Amended Complaint, as amended. The Released Class Claims are limited to the Class Period.

Section 5.02: Release of PAGA Claims

Upon the date of funding the GSA, the State of California and PAGA Group Members, including those individuals who timely and effectively exclude themselves from the Class Released Claims, shall nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of the 25% (\$6,250) of the PAGA penalties. All PAGA Group Members, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release Defendants and the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Action based on the allegations asserted in the operative First Amended Complaint, as amended, and/or in the LWDA Letter. The Released PAGA Claims include, but are not limited to, failure to pay minimum wages; failure to pay overtime compensation; failure to pay double-time wages; failure to provide meal periods; failure to authorize and permit rest breaks; failure to pay missed-break premiums, including failure to pay missed-break premiums at the regular rate of compensation; failure to indemnify for business expenses; failure to timely pay final wages upon termination; and failure to provide accurate itemized wage statements. The Released PAGA Claims include all claims

arising under the Labor Code asserted in the operative First Amended Complaint, as amended, including but not limited to claims arising under sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2800, 2802, and 2698 et seq., and 2699 et seq. The Released PAGA Claims include all claims for violations of the applicable Wage Orders of the Industrial Welfare Commission related to the Labor Code Sections listed above. The Released PAGA Claims are limited to the PAGA Period.

Section 5.03: Named Plaintiffs' Release

Upon the date of funding the GSA, Named Plaintiff through his successors in interest, on behalf of himself and his representatives, spouse, agents, attorneys, heirs, administrators, successors, including, successors in interest, Sarah Medina and Kayla Tristan, and assigns, release Defendant and the Released Parties from any and all claims, known and unknown, under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law ("Plaintiffs' Released Claims"). Named Plaintiff's Released Claims include, but are not limited to, all claims arising from or related to the Action. Named Plaintiff's Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime, double-time, and interest; the calculation of the regular rate of pay; missed meal period and rest period premiums, including failure to pay premiums at the regular rate of compensation; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Named Plaintiff's Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800, and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code sections 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336, and 3294; California Code of Civil Procedure section 1021.5; the California common law of contract; the Fair Labor Standards Act; 29

CFR 778.315; 29 CFR 778.223; and the Employee Retirement Income Security Act ("ERISA"). Plaintiffs' Released Claims also include all claims for emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law.

For purposes of this Release, Named Plaintiff through his successors in interest, expressly waive and relinquish 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.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

1 **Section 6.03: Governing Law**

2 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
3 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
4 of laws.

5 **Section 6.04: Entire Agreement**

6 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
7 contains the entire understanding of the Parties with respect to the subject matter contained herein.
8 In case of any conflict between text contained in Articles I through VI of this Agreement and text
9 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
10 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
11 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
12 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
13 supersedes all prior agreements and understandings among the Parties with respect to the settlement
14 of the Action, including correspondence between Class Counsel and Defense Counsel,
15 memorandums of understanding, and drafts of prior agreements or proposals.

16 **Section 6.05: Waiver of Compliance**

17 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
18 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
19 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
20 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
21 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
22 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

23 **Section 6.06: Counterparts and Fax/PDF Signatures**

24 This Agreement, and any amendments hereto, may be executed in any number of counterparts
25 and any Party and/or their respective counsel may execute any such counterpart, each of which when
26 executed and delivered shall be deemed to be an original. All counterparts taken together shall
27 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
28 signature.

1 **Section 6.07: Meet and Confer Regarding Disputes**

2 Should any dispute arise among the Parties or their respective counsel regarding the
3 implementation or interpretation of this Agreement, a representative of Class Counsel and a
4 representative of Defense Counsel shall meet and confer, in person or via telephone, in an attempt to
5 resolve such disputes prior to submitting such disputes to the Court.

6 **Section 6.08: Agreement Binding on Successors**

7 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
8 of each of the Parties.

9 **Section 6.09: Cooperation in Drafting**

10 The Parties have cooperated in the negotiation and preparation of this Agreement. This
11 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
12 was the drafter or participated in the drafting of this Agreement.

13 **Section 6.10: Fair and Reasonable Settlement**

14 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
15 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
16 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
17 further believe that the Settlement is and is consistent with public policy, and fully complies with
18 applicable law.

19 **Section 6.11: Headings**

20 The descriptive heading of any section or paragraph of this Agreement is inserted for
21 convenience of reference only and does not constitute a part of this Agreement and shall not be
22 considered in interpreting this Agreement.

23 **Section 6.12: Notice**

24 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
25 communications under this Agreement must be in writing and addressed as follows:

26 *To Named Plaintiff and the Class:*

27 Samuel A. Wong
28 Kashif Haque

Jessica L. Campbell
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

To Defendant Modern Welding Company of California:

Diane E. Coderniz
BAKER MANOCK & JENSEN PC
5260 North Palm Avenue, Suite 201
Fresno, California 92704
Telephone: 559.432.5620

To Defendant Express Services, Inc.:

Morgan P. Forsey
Brett D. Young
ARENTFOX SCHIFF LLP
555 West Fifth Street, 48th Floor,
Los Angeles, California 90013
Telephone: 213.443.7538

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

1 **Section 6.14: Mutual Full Cooperation**

2 The Parties agree fully to cooperate with each other to accomplish the terms of this
3 Agreement, including but not limited to the execution of such documents, and the taking of such
4 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
5 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
6 terms. In the event the Parties are unable to reach agreement on the form or content of any document
7 needed to implement the Settlement, or on any supplemental provisions that may become necessary
8 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

9 **Section 6.15: Authorization to Act**

10 Class Counsel warrants and represents that they are authorized by Named Plaintiff's legal
11 successors in interest, and Defense Counsel warrants that they are authorized by Defendants, to take
12 all appropriate action required to effectuate the terms of this Agreement, except for signing
13 documents, including but not limited to this Agreement, that are required to be signed by the Parties
14 themselves. Defendants represent and warrant that the individuals executing this Agreement on their
15 behalf have the full right, power, and authority to enter into this Agreement and to carry out the
16 transactions contemplated herein.

17 **Section 6.16: No Reliance on Representations**

18 The Parties have made such investigation of the facts and the law pertaining to the matters
19 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
20 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
21 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
22 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
23 to any other matters. No representations, warranties, or inducements, except as expressly set forth
24 herein, have been made to any party concerning this Agreement.

25 **EXECUTION BY PARTIES AND COUNSEL**

26 The Parties and their counsel hereby execute this Agreement.
27
28

1 Dated: _____ SARAH MEDINA

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Dated: _____ KAYLA TRISTAN

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Dated: _____ MODERN WELDING COMPANY OF
CALIFORNIA, INC.

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By: _____

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Dated: 1/30/2024 _____ EXPRESS SERVICES, INC.

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Sarah E. Keates

By: _____

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Sarah E. Keates
Director and Senior Legal Counsel

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AS TO FORM ONLY:

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Dated: _____ AEGIS LAW FIRM, PC

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Samuel A. Wong
Jessica L. Campbell
Attorneys for Plaintiff

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1 Dated: _____ SARAH MEDINA

2 _____

3 _____

4 Successor in interest for Nathan Love

5 Dated: _____ KAYLA TRISTAN

6 _____

7 _____

8 Successor in interest for Nathan Love

9 _____

10 _____

11 Dated: 2/8/2024 _____

12 MODERN WELDING COMPANY OF

13 CALIFORNIA, INC.

14 _____

15 By: James M Ruth

16 JAMES M RUTH

17 PRESIDENT

18 _____

19 _____

20 Dated: _____ EXPRESS SERVICES, INC.

21 _____

22 _____

23 By: _____

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AS TO FORM ONLY:

Dated: _____ AEGIS LAW FIRM, PC

Samuel A. Wong

Jessica L. Campbell

Attorneys for Plaintiff

1 Dated: 3/18/24

SARAH MEDINA

DocuSigned by:



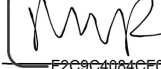
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Successor in interest for Nathan Love

4 Dated: 3/28/24

KAYLA TRISTAN

DocuSigned by:



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Successor in interest for Nathan Love

10 Dated: MODERN WELDING COMPANY OF
11 CALIFORNIA, INC.

13 By: _____

15 Dated: EXPRESS SERVICES, INC.

18 By: _____

23 AS TO FORM ONLY:

24 Dated: March 28, 2024

AEGIS LAW FIRM, PC



26 Samuel A. Wong
27 Jessica L. Campbell
28 Attorneys for Plaintiff

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Dated: _____ BAKER MANOCK & JENSEN, PC

Diane Coderniz
Attorneys for Defendant
Modern Welding Company of California,
Inc.

Dated: January 30, 2024 _____ ARENTFOX SCHIFF LLP



Morgan P. Forsey
Attorneys for Defendant
Express Services, Inc.

1 Dated: February 8, 2024

BAKER MANOCK & JENSEN, PC



Diane Coderniz
Attorneys for Defendant
Modern Welding Company of California,
Inc.

6 Dated:

ARENTFOX SCHIFF LLP

Morgan P. Forsey
Attorneys for Defendant
Express Services, Inc.