

1 Elliot J. Siegel (Bar No. 286798)
elliot@kingsiegel.com
2 **KING & SIEGEL LLP**
724 S. Spring Street, Suite 201
3 Los Angeles, California 90014
Tel: (213) 465-4802
4 fax: (213) 465-4803

5 Xavier Villegas (Bar No. 293232)
Xavier@XavierVillegasLaw.com
6 **LAW OFFICE OF XAVIER**
VILLEGAS, APC
7 2390 Las Posas Road, C168
Camarillo, CA 93010
8 tel: (805) 250-7488
fax: (805) 250-7499

9 Attorneys for Plaintiff and Aggrieved
10 Employees

11 Christopher J. Olson (Bar No. 192689)
colson@smlp.com
12 Caitlin E. Kaufman (Bar No. 238424)
ckaufman@smlp.com
13 **SWEENEY MASON LLP**
983 University Avenue, Suite 104C
14 Los Gatos, CA 95032
tel: (408) 356-3000
15 fax: (408) 354-8839

16 Attorneys for Defendants
Chrisp Company and Robert Chrisp
17

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF ALAMEDA**

20 **Carlos Ivan Rodriguez Jr.**, individually
and on behalf of all similarly situated
21 individuals,

22 Plaintiff,

23 vs.

24 **Chrisp Company**, a California
corporation; **Robert P. Chrisp**, an
25 individual; and **Does 1-10**, inclusive;

26 Defendants.
27

CASE NO.: 25CV107769

[Assigned for all purposes to the Honorable
Somnath Raj Chatterjee, Dept. 21]

PAGA SETTLEMENT AGREEMENT

Case Filed: January 22, 2025
Trial Date: Not Set Yet

28 **PAGA SETTLEMENT AGREEMENT**

1 This Stipulation of Settlement and Release of PAGA Representative Action
2 (“Agreement” or “Settlement Agreement” or “Stipulation”) is made and entered into by and
3 between Plaintiff Carlos Ivan Rodriguez Jr. (“Plaintiff”) on the one hand, and Defendant
4 Chrisp Company and Defendant Robert P. Chrisp (collectively “Defendants”) on the other
5 hand. Plaintiff and Defendants collectively shall be referred to as the “Parties.”

6 This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code §
7 2699(l)(2) and is made for the purpose of settlement of the lawsuit entitled *Carlos Ivan*
8 *Rodriguez Jr. v. Chrisp Company, et al.*, Alameda Superior Court Case No. 25CV107769 (the
9 “Lawsuit”) on the following terms and conditions:

10 **RECITALS**

11 1. On January 22, 2025, Plaintiff Carlos Ivan Rodriguez Jr. sent a PAGA letter to
12 the LWDA regarding alleged violations of the Labor Code, and incorporated by reference a
13 draft Complaint. Later that day, Plaintiff filed a putative class action Complaint in Alameda
14 County Superior Court against Defendants, alleging causes of action for class action claims
15 and PAGA representative claims (“Complaint”).

16 2. Pursuant to motion practice and court order, Plaintiff’s class action claims
17 were dismissed and Plaintiff’s individual wage-and-hour claims were ordered to private
18 binding arbitration (“Individual Arbitration Claims”).

19 3. On October 28, 2025, Plaintiff filed his Demand for Arbitration with the
20 American Arbitration Association (“AAA”) (“Arbitration Demand”). Plaintiff’s Arbitration
21 Demand alleged violations of failing to provide minimum and overtime compensation
22 pursuant to Lab. Code §§ 510 1182.12, 1194, 1194.2, 1197, 1197-1, and 1198; failing to provide
23 rest and meal breaks pursuant to Lab. Code §§ 226.7(b), 512(a), and 1198; failing to provide
24 and maintain complete and accurate wage statements pursuant to Lab. Code §§ 226, 226.3,
25 and 1174; failing to provide wages when due pursuant to Lab. Code §§ 201-204; failing to
26 reimburse employees for business expenditures pursuant to Lab. Code §2802; violation of
27 sick leave laws pursuant to Lab. Code §§ 233 and 245, et seq.; violation of California Business
28 and Professions Code sections 17200 et seq., the applicable Wage Order, and individual

1 claims arising from alleged race discrimination in violation of FEHA pursuant to Gov. Code
2 § 12940; unlawful retaliation pursuant to Lab. Code §§ 98.6 and 1102.5; failure to prevent
3 discrimination, retaliation, or harassment under FEHA pursuant to Gov. Code § 12940(k);
4 and wrongful termination in violation of public policy.

5 4. Defendants deny all of the allegations in the Lawsuit, the PAGA Representative
6 Claims, and Individual Arbitration Claims made in the Arbitration Demand, and deny that
7 Defendants or any Released Parties committed any misconduct, statutory or regulatory
8 violation, wrongdoing, or any other actionable conduct of any kind.

9 5. In the interest of avoiding further litigation, the Parties desire to fully and
10 finally settle all PAGA claims asserted in the LWDA Notice Letter and that were asserted or
11 could have been asserted in the Lawsuit.

12 6. This Settlement Agreement is subject to the terms and conditions hereof, as
13 well as the Court's approval. The Parties expressly acknowledge that this Agreement is
14 entered into solely for the purpose of compromising disputed claims and that nothing herein
15 is an admission of any liability or wrongdoing by Defendants. If, for any reason the
16 Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall
17 be returned to their original respective positions.

18 7. On February 5, 2026, the Parties were able to reach a settlement and fully
19 executed a Memorandum of Agreement.

20 8. The Parties and their counsel represent that they are not aware of any other
21 pending matter or action asserting claims that will be extinguished or affected by the
22 Settlement.

23 **DEFINITIONS**

24 9. The following terms, when used in this Settlement Agreement, shall have the
25 following meanings:

26 (a) "Administration Expenses Payment" means the amount the Administrator will
27 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
28 accordance with the Administrator's "not to exceed" bid submitted to the Court in

1 connection with approval of this Settlement.

2 (b) “Aggrieved Employees” means all current and former non-exempt non-union
3 fabricator employees of Defendant Chrisp Company in the State of California who worked
4 at least one shift between January 22, 2024 through January 27, 2026.

5 (c) “Aggrieved Employee Data” shall mean Aggrieved Employee identifying
6 information in Defendant’s possession including Aggrieved Employee’s names, last-known
7 mailing addresses, Social Security number, pay periods in which they received payment of
8 wages, and total number of PAGA Pay Periods worked by each Aggrieved Employee.

9 (d) “Aggrieved Employee Address Search” means the Administrator’s
10 investigation and search for current Aggrieved Employee mailing addresses using all
11 reasonably available sources, methods and means including, but not limited to, the National
12 Change of Address database, skip traces, and direct contact by the Administrator with
13 Aggrieved Employees.

14 (e) “Court” means the Superior Court of California, County of Alameda.

15 (f) “Defense Counsel” means Christopher J. Olson and Caitlin E. Kaufman of the
16 law firm Sweeney Mason LLP located at 983 University Avenue, Suite 104C, Los Gatos,
17 California 95032.

18 (g) “Effective Date” means the date by when all of the following events have
19 occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendants; and
20 (ii) the Court has entered an order granting approval to the Settlement.

21 (h) “Eligible Pay Period” means any pay period in the PAGA Release Period.

22 (i) “Settlement Fund Amount” means the amount Defendants will pay in full and
23 complete settlement of this matter. The Settlement Fund Amount will be paid in the
24 following manner: (a) Defendants shall pay \$12,000 in exchange for the Release by
25 Aggrieved Employees;¹ (b) Defendants shall pay Plaintiff’s Counsel \$67,500 as their
26 attorney’s fees and costs incurred in the action; and (c) Defendants shall pay up to \$4,000
27 in fees for the Settlement Administrator.

28

¹ This amount is subject to the Escalator Clause in Paragraph 12.

1 (j) "LWDA" means the California Labor and Workforce Development Agency.

2 (k) "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses
3 Payment" mean the amount of \$67,500 for attorneys' fees and costs incurred in the action.

4 (l) "PAGA Release Period" means the period from January 22, 2024 through
5 January 27, 2026.

6 (m) "PAGA Released Claims" shall mean all claims for civil penalties under the
7 Private Attorneys General Act that were alleged in Plaintiff's Complaint, or reasonably could
8 have been alleged, based on the facts of the PAGA Notice(s). The period of the Release shall
9 extend to the limits of the PAGA Release Period. The Parties agree that there is no statutory
10 right for any PAGA Member to opt out or otherwise exclude himself or herself from the
11 Settlement.

12 (n) "PAGA Settlement" or "Settlement" means the settlement of the Lawsuit as
13 memorialized in this Agreement.

14 (o) "PAGA Settlement Members" shall mean all current and former non-exempt
15 non-union fabricator employees of Defendant Chrisp Company in the State of California
16 who worked at least one shift between January 22, 2024 through January 27, 2026.

17 (p) "Plaintiff's Counsel" means Elliot J. Siegel of King & Siegel LLP and Xavier
18 Villegas of Law Office of Xavier Villegas, APC.

19 (q) "Released Parties" shall mean Defendant Chrisp Company and Defendant
20 Robert P. Chrisp and their former and present owner, principals, officers, directors,
21 employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns,
22 subsidiaries, affiliates, and agents.

23 (r) "Settlement Administrator" means Xpand Legal Consulting.

24 (s) "Notice" means the Notice of PAGA Settlement and Payment, substantially in
25 the form attached as **Exhibit A**.

26 (t) "Order and Judgment" means the Court order granting approval of the
27 Settlement.

28

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

11. Attorneys' Fees and Costs. Subject to Court approval, Defendants shall pay Plaintiff's Counsel \$67,500 as their attorneys' fees and costs incurred in the action.

13. Settlement Costs. Defendants shall pay the Settlement Administrator for the reasonable costs of administration of the Settlement and distribution of payments in the amount up to \$4,000. If the administration costs are less than this \$4,000, Defendant shall pay the difference into the SFA for the benefit of the LWDA and Aggrieved Employees.

14. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall not in any way be construed as an admission by Defendants and/or any of the Released Parties that they acted wrongfully with respect to Plaintiff or any other allegedly Aggrieved Employee. Defendants specifically disclaim any liability to or wrongful acts against Plaintiff, on the part of themselves, and/or any respective parents, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, or agents. Defendants deny that there is any factual evidence or legal basis to support any claims or Labor Code violations that Plaintiff alleges on behalf of alleged Aggrieved Employees, or by Plaintiff on his own behalf.

1 15. Release by PAGA Settlement Members and the LWDA. Effective on the date
2 when Defendants fully fund the Gross Settlement Amount, Plaintiff, the PAGA Settlement
3 Members, and the LWDA are deemed to release the Released Parties from the PAGA
4 Released Claims.

5 16. PAGA Settlement Distribution Method. The PAGA Settlement Administrator
6 shall process and distribute the Settlement Fund Amount in accordance with this
7 Agreement.

8 a. The Settlement Fund Amount shall be allocated as follows: 65% to the LWDA
9 (“LWDA Payment”) and 35% to the PAGA Settlement Members (“PAGA
10 Settlement Members Payment”).

11 b. Each PAGA Settlement Member will receive a pro rata share of the PAGA
12 Settlement Members Payment based on their Eligible Pay Periods relative to
13 the total Eligible Pay Periods of all PAGA Settlement Members (“Individual
14 PAGA Settlement Member Payment”). The Settlement Administrator will
15 calculate each PAGA Settlement Member’s pro rata share of the PAGA
16 Settlement Members Payment.

17 c. The distribution to the Aggrieved Employees will be accompanied by a notice
18 (“PAGA Notice”) approved by the Court (in substantially the form attached as
19 **Exhibit A**) along with the Individual PAGA Settlement Member Payment to
20 the individuals in the PAGA Settlement Member List. For any mailings
21 returned as undeliverable or notifying the Settlement Administrator that the
22 PAGA Settlement Member is no longer at the address provided in the PAGA
23 Settlement Member List, the PAGA Settlement Administrator shall perform a
24 skip-trace on that individual using the National Change of Address database
25 and other source(s) as necessary and will have fourteen (14) calendar days to
26 re-mail the Notice and payment to the new address found in the skip-trace.

27 d. The Administrator will issue checks for the Individual PAGA Payments and
28 send them to the Aggrieved Employees via First Class U.S. Mail, postage

1 prepaid. Before mailing any checks, the Settlement Administrator must
2 update the recipients' mailing addresses using the National Change of Address
3 Database. PAGA Settlement Members shall have one-hundred and eighty
4 (180) calendar days to cash their Individual PAGA Settlement Member
5 Payment checks under this Agreement. Any checks not deposited or cashed
6 within the one-hundred and eighty (180) days will be voided and will not be
7 reissued. Any funds from voided checks to PAGA Settlement Members will be
8 sent by the Settlement Administrator to the State of California Unclaimed
9 Property Fund through the State Controller's Office in the name of the PAGA
10 Settlement Member within thirty (30) calendar days after the check-cashing
11 deadline prescribed herein.

- 12 e. Upon completion of administration of the Settlement, the Settlement
13 Administrator will provide written certification of such completion to the
14 Court and counsel for the Parties that shall be filed with the Court five (5) court
15 days before the non-appearance compliance hearing to be set by the Court.

16 17. Funding of the SFA. Defendants shall fund the SFA as follows:

- 17 a. After 5 calendar days after the Effective Date, Defendants will send to the
18 Settlement Administrator the following: (i) the Settlement Fund Amount in
19 the sum of \$12,000; (ii) Plaintiff's counsel's attorneys' fees and costs in the
20 sum of \$67,500; (iii) settlement costs up to \$4,000; and (iv) the PAGA
21 Settlement Member List. This information shall be treated as and remain
22 confidential by the Settlement Administrator and shall be used solely to
23 manage the notice and payment process described herein.
- 24 f. Within 10 calendar days after the Effective Date, the Administrator will mail
25 checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
26 Administration Expenses Payment, PAGA Counsel Fees Payment, and PAGA
27 Counsel Expenses Payment.
- 28

1 18. Tax Treatment. Because the Individual PAGA Settlement Member Payments
2 are in compromise and settlement of claims for civil penalties, the entirety of these payments
3 will be treated as non-wage income that is not subject to any withholdings or deductions.
4 The Settlement Administrator shall be responsible, to the extent necessary based on the
5 amount of a payment, for all tax reporting and documentation related to the PAGA
6 Settlement Member Payments, as well as all other payments made under the Agreement.
7 Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel shall not bear any
8 responsibility for errors or omissions in the calculation or distribution of the settlement
9 payments or development of the list of recipients of settlement payments or any increase in
10 the fees of the Settlement Administrator that may result from such errors or omissions. The
11 Parties acknowledge neither Defendants' Counsel nor Plaintiff's Counsel have provided any
12 tax-related advice whatsoever.

13 19. Impact of Non-Approval by the Court. Should the Court deny approval of this
14 Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address
15 the Court's concerns in order to obtain the Court's approval, except that Defendants will not
16 be required under any circumstances to increase the Gross Settlement Amount. If the Parties
17 cannot obtain Court approval, the Parties shall be restored to their respective litigation
18 positions before they entered into this Agreement.

19 20. Applicable Law. This Agreement shall be construed and interpreted in
20 accordance with the laws of the State of California. Pursuant to California Code of Civil
21 Procedure section 664.6, the Alameda County Superior Court shall retain jurisdiction with
22 respect to the interpretation, implementation, and enforcement of the terms of this
23 Settlement, and the Parties and their counsel submit to the jurisdiction of the Court for
24 purposes of interpreting, implementing, and enforcing the Settlement embodied in this
25 Agreement and all orders and judgments entered in connection therewith. If either Party
26 believes that a dispute exists arising out of or relating to this Agreement, it shall notify the
27 other Party in writing. The Parties shall thereafter meet and confer in good faith for at least
28 thirty (30) calendar days in an effort to resolve the dispute before initiating any proceedings.

1 Each Party shall bear its own attorney's fees and costs in such proceedings. This Agreement
2 will be binding upon, and inure to the benefit of, the successors of each of the Parties.

3 21. No Admission of Wrongdoing. Except for the purposes of effectuating and
4 enforcing the terms of this Agreement which include barring claims that are released
5 pursuant to this Agreement, neither this Agreement nor any of its terms nor the settlement
6 itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed
7 to be evidence for any purpose adverse to Defendants and/or any of the Released Parties,
8 including but not limited to, evidence of any violation of the Labor Code, presumption,
9 concession, indication, or admission by any of the Released Parties of any liability, fault,
10 wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in
11 evidence against Defendants and/or any of the Released Parties in any other civil, criminal,
12 or administrative action or proceeding.

13 22. Knowing and Voluntary Agreement. Each Party has carefully read, knows, and
14 understands the full contents of this Agreement and is voluntarily entering into this
15 Agreement after having received independent legal advice from his or its attorneys with
16 respect to the advisability of making the settlement provided for herein and the advisability
17 of executing this Agreement.

18 23. Joint Drafting. Each of the Parties has participated in the drafting of all
19 provisions of this Agreement, has had an adequate opportunity to read, review, and consider
20 the effect of the language of this Agreement, and has agreed to its terms. This Agreement
21 will no be construed against any Party on the basis that the Party was the drafter or
22 participated in the drafting.

23 24. Counterparts. This Agreement may be signed in counterparts. Fax, scan,
24 and/or electronic copies of signatures shall be deemed effective as originals.

25 25. Entire Agreement. This Agreement and the Individual Settlement Agreement set
26 forth the entire agreement between the Parties hereto and fully supersedes any and all prior
27 and/or supplemental understandings, whether written or oral, between the Parties concerning
28 the subject matter of this Agreement. Any modification to this Agreement must be in writing

1 and signed by Plaintiff and Plaintiff's Counsel and Defendants and Defendants' counsel.

2 26. Waiver of right to appeal. In the event that the Court reduces or does not
3 approve (i) the requested Settlement Fund Amount, Plaintiff shall not terminate this
4 Settlement or appeal any judgment or order on that basis; and/or (ii) in the event that the
5 Court reduces or does not approve Plaintiff's Counsel's requested fee award and costs,
6 Plaintiff and Plaintiff's counsel shall not terminate this Settlement and shall not appeal any
7 judgment or order on that basis. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, the Parties and their respective counsel waive all rights to
9 appeal from the Judgment, including all rights to post-judgment and appellate proceedings,
10 the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and
11 appeals. The waiver of appeal does not include any waiver of the right to oppose such
12 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
13 perform under this Agreement will be suspended until such time as the appeal is finally
14 resolved and the Judgment becomes final, except as to matters that do not affect the amount
15 of the Net Settlement Amount.

16 27. Cooperation. All Parties will cooperate in good faith and apply their best
17 efforts to implement this Settlement by, among other things, executing all documents to the
18 extent reasonably necessary to effectuate the terms of this Settlement Agreement,
19 submitting supplemental evidence and/or supplemental points and authorities if requested
20 by the Court, or making changes to the Settlement if requested by the Court that do not
21 materially affect the essential settlement terms.

22 28. Enforcement Actions. In the event that one or more of the Parties institute any
23 legal action, motion, petition, or other proceeding against any other Party or Parties to
24 enforce the provisions of this Settlement or to declare rights and/or obligations under this
25 Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful
26 Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

27 29. No Prior Assignments. The Parties separately represent and warrant that they
28 have not directly or indirectly assigned, transferred, encumbered or purported to assign,

1 transfer or encumber to any person or entity and portion of any liability, claim, demand,
2 action, cause of action or right released and discharged by the Party in this Settlement.

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

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

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

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

24 34. Notice. All notices, demands or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of
26 the third business day after mailing by United States mail, or the day sent by email or
27 messenger, addressed as follows:

1 To Plaintiff:

2 ELLIOT J. SIEGEL
3 elliot@kingsiegel.com
4 KING & SIEGEL LLP
5 724 S. Spring Street, Suite 201
6 Los Angeles, California 90014
7 tel: (909) 287-4641
8 fax: (213) 465-4803

9 XAVIER VILLEGAS
10 Xavier@XavierVillegasLaw.com
11 **LAW OFFICE OF XAVIER**
12 **VILLEGAS, APC**
13 2390 Las Posas Road, C168
14 Camarillo, CA 93010
15 tel: (805) 250-7488
16 fax: (805) 250-7499

17 To Defendants:

18 Christopher J. Olson
19 colson@smllp.com
20 Caitlin E. Kaufman
21 ckaufman@smllp.com
22 **SWEENEY MASON LLP**
23 983 University Avenue, Suite 104C
24 Los Gatos, CA 95032
25 tel: (408) 356-3000
26 fax: (408) 354-8839

27 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint
28 Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

04/03/26

22 DATED: _____

By: 
By: [Carlos Ivan Rodriguez Jr. \(Mar 4, 2026 14:59:53 PST\)](#)
CARLOS IVAN RODRIGUEZ JR.
Individually and on behalf of the PAGA Settlement
Members and State of California

25 DATED: _____

By: _____
Defendant ROBERT P. CHRISP

27 DATED: _____

By: _____
ROBERT P. CHRISP, CEO
On behalf of Defendant
CHRISP COMPANY

To Plaintiff:

ELLIOT J. SIEGEL
elliott@kingsiegel.com
KING & SIEGEL LLP
724 S. Spring Street, Suite 201
Los Angeles, California 90014
tel: (909) 287-4641
fax: (213) 465-4803

XAVIER VILLEGAS
Xavier@XavierVillegasLaw.com
**LAW OFFICE OF XAVIER
VILLEGAS, APC**
2390 Las Posas Road, C168
Camarillo, CA 93010
tel: (805) 250-7488
fax: (805) 250-7499

To Defendants:

Christopher J. Olson
colson@smllp.com
Caitlin E. Kaufman
ckaufman@smllp.com
SWEENEY MASON LLP
983 University Avenue, Suite 104C
Los Gatos, CA 95032
tel: (408) 356-3000
fax: (408) 354-8839

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint
Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

DATED: _____

By: _____
CARLOS IVAN RODRIGUEZ JR.
Individually and on behalf of the PAGA Settlement
Members and State of California

DATED: 3-3-2026

By: 
Defendant ROBERT P. CHRISP

DATED: 3-3-2026

By: 
ROBERT P. CHRISP, CEO
On behalf of Defendant
CHRISP COMPANY