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

NIKKI HOARD, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

PRODUCTIONS PLUS, INC., a Michigan
corporation; and DOES 1 through 100, inclusive;

Defendants.

CASE NO.: BCV-22-101736

Assigned for All Purposes to:
Hon. Bernard C. Barmann
Division H

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Complaint Filed: July 13, 2022

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement and Release (“Agreement” or “Stipulation of
3 Settlement” or “Settlement”) is made and entered into by and between Plaintiff Nikki Hoard (“Plaintiff,”
4 or “Class Representative”), individually and on behalf of other aggrieved employees and/or members
5 of the general public similarly situated, on the one hand, and Defendant Production Plus, Inc.
6 (“Defendant”), on the other hand (collectively with Plaintiff, the “Parties”).

7 Subject to approval of the Court pursuant to the California Rules of Court, this Stipulation of
8 Settlement shall be binding on Plaintiff, Class Counsel, the Class, aggrieved employees (including the
9 State of California as their representative), and Defendant, along with the other Released Parties, subject
10 to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On July 13, 2022, Plaintiff, a former employee of Defendant, filed a wage-and-hour
13 class action lawsuit in the Superior Court of California, County of Kern. The lawsuit alleged the
14 following causes of action: (a) violation of Labor Code sections 510 and 1198 (unpaid overtime); (b)
15 violation of Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) violation of
16 Labor Code section 226.7 (unpaid rest period premiums); (d) violation of Labor Code section 1194
17 and 1197 (unpaid minimum wages); (e) violation of Labor Code sections 201 and 202 (final wages not
18 timely paid); (f) violation of Labor Code section 226(a) (noncompliant wage statements); (g) violation
19 of Labor Code sections 2800 and 2802 (unreimbursed business expenses); (h) violation of Business &
20 Professions Code sections 17200, *et seq.*, and (i) violation of Labor Code sections 2698, *et seq.*
21 (Private Attorneys General Act of 2004).

22 2. Before the filing of this action, Class Counsel represented a separate Plaintiff Fred
23 Dresch in separate actions in Orange County and Los Angeles County alleging the same PAGA and
24 Class Claims. Plaintiff Dresch and Defendant attended mediation on April 28, 2022 before Steve
25 Serratore (the “Mediator”).

26 3. Prior to mediation, the Plaintiff Fred Dresch and Defendant conducted significant
27 investigation and discovery of the facts and law both before and after the Class Action was filed. In
28

1 advance of mediation, Defendant produced hundreds of documents relating to its policies, practices, and
2 procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours
3 worked, meal and rest period policies, and payroll and operational policies. As part of Defendant's
4 production, Class Counsel reviewed time records, pay records, and information relating to the size and
5 scope of the Class and Aggrieved Employees, as well as data permitting Class Counsel to understand the
6 number of workweeks and pay periods during the relevant time period. Class Counsel also interviewed
7 several Class Members who worked for Defendant throughout the Class Period. Despite the exchange
8 of data prior to the mediation, Plaintiff Fred Dresch and Defendant were unable to successfully resolve
9 Plaintiff Fred Dresch's claims at mediation.

10 4. On June 15, 2022, the United States Supreme Court decided *Viking River Cruises, Inc.*
11 *v. Moriana*, 142 S.Ct. 1906 ("Viking River") and determined that the FAA preempted California's
12 *Iskanian* rule insofar as it precluded division of a PAGA action into individual and non-individual
13 claims through an agreement to arbitrate. In light of the *Viking River* decision, Plaintiff Fred Dresch
14 settled his individual claims and dismissed her representative and class claims without prejudice.

15 5. Plaintiff Hoard stepped into shoes of the Class Representative and initiated this lawsuit
16 borrowing the tolled statute of limitations from the original lawsuit filed by Fred Dresch. The Parties
17 continued to negotiate a potential settlement through the Mediator by exchanging additional data and
18 information including financial records. The Parties agreed to the basic terms of the settlement on
19 January 19, 2023 that is now memorialized in this Settlement Agreement

20 6. The Parties agree that the above-described litigation, investigation, and evaluation, as
21 well as the information exchanged during the settlement negotiations, are more than sufficient to
22 assess the merits of the respective Parties' positions and to compromise the issues on a fair and
23 equitable basis.

24 7. Defendant denies all material allegations set forth in this action and has asserted
25 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
26 Defendant desires to settle all actual or potential claims fully and finally by the Class and aggrieved
27 employees.

8. Plaintiff's counsel in the Action, Justice Law Corporation ("Class Counsel"), diligently investigated the proposed Class's claims against Defendant, including all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information pursuant to informal discovery methods, review of numerous corporate policies and practices, and the time and wage data of numerous employees in the putative class.

9. The settlement discussions during and after mediation were conducted at arm's-length and this Stipulation of Settlement is the result of an informed and detailed analysis of Defendant's total potential liability exposure in relation to the costs and risks associated with continued litigation.

10. Based on the data produced pursuant to informal discovery, as well as Class Counsel's own independent investigation and evaluation, and the Mediator's efforts, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class and aggrieved employees considering all known facts and circumstances.

11. This Stipulation of Settlement is made and entered into by and between Plaintiff individually, and on behalf of all other members of the general public similarly situated, aggrieved employees, and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Stipulation of Settlement is entered solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Stipulation of Settlement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

The following definitions are applicable to this Stipulation of Settlement. Definitions contained elsewhere in this Stipulation of Settlement will also be effective:

12. “Action” means the lawsuit in the matter entitled *Hoard v. Production Plus, Inc.*, Case No. BCV-22-101736, filed on July 13, 2022, in the Kern County Superior Court.

13. “Attorneys Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of this Action, and all litigation costs and expenses incurred and to

1 be incurred by Class Counsel in the Action, including, but not limited to, costs and expenses associated
2 with mediation, documenting the Settlement, securing the Court's approval of the Settlement, obtaining
3 entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will
4 collectively request attorneys' fees not to exceed Thirty-Five Percent (35%) of the Maximum Settlement
5 Amount, or up to Eight Hundred Seventy-Five Thousand Dollars (\$875,000). Class Counsel will also
6 request reimbursement of Class Counsel's litigation costs and expenses, not to exceed Thirty-Five
7 Thousand Dollars (\$35,000). For any Attorneys' Fees and Costs approved by the Court, the Claims
8 Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral
9 vehicles for Class Counsel, the cost of which shall be paid out of the Attorneys' Fees and Costs awarded
10 by the Court and not in addition to the amount awarded. Defendant has agreed not to oppose Class
11 Counsel's request for fees and reimbursement of costs and expenses as set forth above. Any portion of
12 the Attorneys' Fees and Costs not awarded to Class Counsel will be a part of the Net Settlement Amount,
13 for distribution in conformity with this Agreement.

14 14. "Claimants" means all Class Members who submit timely and valid Claim Forms for
15 participation in the Class Action Settlement.

16 15. "Claim Form" means the document, substantially in the form attached as **Exhibit B**, that
17 Class Members must complete and postmark by the Response Deadline (as defined below) to receive a
18 proportional share of the Net Settlement Amount in the form of an Individual Settlement Payment.

19 16. "Claims Administrator" means any third-party class action settlement claims
20 administrator agreed to by the Parties and approved by the Court for purposes of administering this
21 Settlement. The Parties each represent that they do not have any financial interest in the Claims
22 Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict
23 of interest.

24 17. "Claims Administration Costs" means the costs payable from the Maximum Settlement
25 Amount to the Claims Administrator for administering this Settlement, including, but not limited to, (a)
26 printing, distributing, and tracking documents for this Settlement; (b) calculating estimated amounts per
27 Class Member; (c) tax reporting; (d) distributing the appropriate settlement amounts; and (e) providing
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necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Claims Administration Costs are currently estimated not to exceed Twenty-Five Thousand Dollars (\$25,000). Any portion of the Claims Administration Costs that are not awarded to the Claims Administrator will flow through to the Net Settlement Amount.

18. “Class Counsel” means Justice Law Corporation, which will seek to be appointed counsel for the Class.

19. “Class List(s)” mean a complete list(s) of all Class Members and PAGA Aggrieved Employees within the Class that Defendant will diligently and in good faith compile from its records and provide only to the Claims Administrator within fifteen (15) days of the Court’s Preliminary Approval of this Stipulation of Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (a) full name; (b) most recent mailing address and telephone number known to Defendant; (c) Social Security number and Employee ID number, if any; (d) the total amount of compensation paid to each Class Member and PAGA Aggrieved Employees; and (e) other relevant information as reasonably requested by the Claims Administrator to calculate the Individual Settlement Payments.

20. “Class Member(s)” or “Class” collectively refer to: all current and former hourly-paid or non-exempt employees and independent contractors who were employed by Defendant within the State of California at any time during the period from April 9, 2016 to June 27, 2022.

21. “Class Period” means the period from April 9, 2016, to June 27, 2022.

22. “Class Representative” means Nikki Hoard, who will seek to be appointed as the representative for the Class.

23. “Class Representative Enhancement Payment” means the amount to be paid to the Class Representative in recognition of her efforts and work in prosecuting the Action on behalf of Class Members. The Parties agree that the Class Representative may seek approval from the Court to be paid up to Ten Thousand Dollars (\$10,000), from the Maximum Settlement Amount for her services on behalf of the Class, including her assistance as the Plaintiff and Class Representative, subject to the Court granting final approval of this Stipulation of Settlement and subject to the exhaustion of any and

all appeals. Any portion of the Class Representative Enhancement Payment not awarded to the Class Representative will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

24. "Complaint" means the class and representative complaint filed in the Action (defined above) on July 13, 2022 by Plaintiff, Nikki Hoard.

25. "Court" means the Superior Court of the State of California for the County of Kern or any other court taking jurisdiction of the Action.

26. "Defendant" means Production Plus, Inc.

27. "Defendant's Counsel" means counsel for Defendant who are:

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Robert D. Prine, Esq.
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San Diego, CA 92101
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28. "Effective Date" means the date on which the Court's Order Granting Final Approval of the Settlement ("Final Judgment" or "Judgment") becomes final. For purposes of this Stipulation of Settlement, the Court's Final Judgment "becomes final" upon the latter of: (a) If no objection is filed or Plaintiff-in-intervention is present at the Final Approval Hearing, the date of the entry of Judgement; (b) If any objection is filed or Plaintiff-in-intervention is present at the Final Approval Hearing the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (c) the date the appellate order affirming the Judgment becomes final under the California Code of Civil Procedure; or (d) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgement.

29. "Gross Monies" means the total amount of wages that a Class Member received from Defendant as a non-exempt employee or an independent contractor in California at any time during the Class Period and total amount of wages that a PAGA Aggrieved employee received from Defendant as

a non-exempt employee or as an independent contractor in California at any time during the time frame of January 13, 2019 to June 27, 2022.

30. “Individual Settlement Payment” means each Claimant’s share of the Net Settlement Amount.

31. “Maximum Settlement Amount” means the maximum settlement amount of up to Two Million Five Hundred Thousand Dollars (\$2,500,000) to be paid by Defendant in full satisfaction of all claims arising from the Action, which includes all Individual Settlement Payments to Claimants, the Class Representative Enhancement Payment, Claims Administration Costs to the Claims Administrator, Attorneys’ Fees and Costs to Class Counsel, and the PAGA Payment. This Maximum Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Maximum Settlement Amount, except that employer-side payroll taxes for the portion of the Individual Settlement Payments characterized as wages shall be paid separate and apart from the Maximum Settlement Amount.

32. “Net Settlement Amount” means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Claims Administration Costs, the PAGA Payment (as defined in Paragraph 35), and Attorneys’ Fees and Costs. The Net Settlement Amount will be distributed to Claimants in accordance with the terms of this Stipulation. Plaintiff and Defendant agree that the amount distributed to the Claimants will equal at least Fifty Percent (50%) of the Net Settlement Amount. If the total Individual Settlement Payments to the Claimants would equal less than Fifty Percent (50%) of the Net Settlement Amount based on the number of claimants, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal Fifty Percent (50%) of the Net Settlement Amount. Except as otherwise provided in Paragraph 58, any unclaimed amounts above Fifty Percent (50%) of the Net Settlement Amount will be the exclusive property of Defendant.

33. “Notice of Objection” or “Objection” means a Class Member’s valid and timely written

1 objection to this Stipulation of Settlement. For the Notice of Objection to be valid, it must include: (a)
2 the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds
3 for the objection accompanied by any legal support for such objection, (c) a clear reference to the title
4 of this case and case number, and (d) copies of any papers, briefs, or other documents upon which the
5 objection is based.

6 34. "Notice Packet" means the Notice of Class Action Settlement and Claim Form,
7 substantially in the forms attached as **Exhibit A**, and **Exhibit B** respectively.

8 35. "PAGA Aggrieved Employee" means all current and former aggrieved hourly-paid or
9 non-exempt employees and independent contractors who were employed by Defendant within the State
10 of California at any time during the period from January 13, 2019 to June 27, 2022.

11 36. "PAGA Payment" means the amount of Fifty Thousand Dollars (\$50,000), which the
12 Parties have agreed to allocate for penalties pursuant to the Private Attorneys' General Act, California
13 Labor Code § 2698, *et seq.* The Parties have agreed that the PAGA Payment will be paid out of the
14 Maximum Settlement Amount. Pursuant to PAGA, the Labor and Workforce Development Agency
15 ("LWDA") shall be paid Seventy-Five Percent (75%) or Thirty-Seven Thousand Five Hundred Dollars
16 (\$37,500) of the PAGA Payment ("LWDA Payment"), and Twenty-Five Percent (25%) or Twelve
17 Thousand Five Hundred Dollars (\$12,500) of the PAGA Payment will be distributed, pro rata, based on
18 weeks worked to all PAGA Aggrieved Employees.

19 37. "Parties" means Plaintiff and Defendant collectively.

20 38. "Plaintiff" means Nikki Hoard.

21 39. "Preliminary Approval" means the Court order granting preliminary approval of this
22 Stipulation of Settlement.

23 40. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
24 Regulations § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.* that is established by the Claims Administrator for
25 the benefit of Claimants, Plaintiff, and Class Counsel.

26 41. "Released Claims," as it pertains to Class Members, means any and all claims, rights,
27 penalties, demands, damages, losses debts, accounts, duties, costs (other than those costs required to
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be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, liabilities, or causes of action of any nature or description that were alleged in the Complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint, including but not limited to claims under California Labor Code Sections 201, 202, 203, 204, 218.5, 218.6, 226(a), 226.7, 226.8, 510, 512, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq., as well as the applicable California Industrial Welfare Commission Wage Orders, and Business and Professions Code sections 17200-17208, et seq.

42. “Released Claims Period” means the period from April 9, 2016, to June 27, 2022.

43. “Released Parties” means Defendant and its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, attorneys, and any entities that may be considered joint employers.

44. “Request for Exclusion” means a letter timely submitted in writing by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, signature address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the Settlement; (d) be returned by mail to the Claims Administrator at the specified address and/or facsimile number; and (e) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement (“Settlement Class Member”) will be bound by all terms of the Settlement if the Settlement is granted final approval by the Court.

45. “Response Deadline” means the deadline by which Class Members must postmark to the Claims Administrator valid Claim Forms, Requests for Exclusion, or file and serve objections to the Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Claims Administrator, unless the 45th day falls on a Sunday or Federal holiday, in

1 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
2 open. The Response Deadline for Claim Forms or Requests for Exclusion will be extended fifteen (15)
3 calendar days for any Class Member who is re-mailed a Notice Packet by the Claims Administrator,
4 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
5 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
6 extended by express agreement between Class Counsel and Defendant. Under no circumstances,
7 however, will the Claims Administrator have the authority to extend the deadline for Class Members to
8 submit a Claim Form, Request for Exclusion, or objection to the Settlement.

9 **CLASS CERTIFICATION**

10 46. Solely for purposes of settling the Action, and not for purposes of class certification
11 should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites
12 for establishing class certification with respect to the Class have been met and are met. More
13 specifically, the Parties stipulate and agree that:

14 a. The Class is ascertainable and so numerous as to make it impracticable to join all
15 Class Members;

16 b. There are common questions of law and fact including, but not limited to, the
17 following:

- 18 i. Whether Defendant properly compensated Class Members;
- 19 ii. Whether Defendant failed to provide meal and rest breaks;
- 20 iii. Whether Defendant failed to pay penalties for missed meal and/or rest
21 breaks;
- 22 iv. Whether Defendant failed to provide Class Members compliant wage
23 statements;
- 24 v. Whether Defendant failed to timely pay Class Members their wages while
25 employed and their final wages;
- 26 vi. Whether Defendant failed to reimburse Class Members for necessary
27 business expenses;

vii. Whether the Class Representative and the Class he purports to represent are entitled to injunctive and/or declaratory relief; and

viii. Whether Defendant issued wage statements in compliance with Labor Code §226.

47. Should this Settlement not be approved or be terminated, these stipulations shall be null and void and shall not be admissible for any purpose whatsoever.

48. The Class Representative's claims are typical of the claims of the members of the Class. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

49. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Class. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

50. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

51. With respect to the Class, the Class Representative believes that questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

TERMS OF AGREEMENT

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:

52. Funding of the Maximum Settlement Amount. Within five (5) business days after the Final Approval of the Settlement, the Claims Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement. Defendant will deposit Two Million Dollars (\$2,000,000) of the Court approved Attorneys Fees and Costs, Class

Representative Enhancement Payment, Claims Administration Costs, PAGA Payment, the total of the Individual Settlement Payments expected to be paid based on the Claim Forms timely submitted, and the employer-side payroll taxes computed by the Claims Administrator into a Qualified Settlement Fund account to be established by the Claims Administrator within sixty (60) calendar days of the Final Approval of the Settlement in accordance with the instructions provided by the Claims Administrator. The remainder of the Maximum Settlement Amount, if any, shall be deposited within one hundred eighty (180) calendar days after the initial payment.

53. Attorneys' Fees and Costs. Defendant agrees not to oppose any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than Thirty-Five Percent (35%) of the Maximum Settlement Amount or up to Eight Hundred Seventy-Five Thousand Dollars (\$875,000), plus the reimbursement of costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Thirty-Five Thousand Dollars (\$35,000), both of which will be paid from the Maximum Settlement Amount. Any Attorneys' Fees and Costs awarded by the Court shall not constitute payment to any Class Member(s). To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. Except for the Attorneys' Fees and Costs set forth in this Agreement, the Parties agree to bear their own attorneys' fees and costs related to this Action. In consideration of their awarded Attorneys' Fees and Costs, Class Counsel waives all claims to any further attorneys' fees and expenses in connection with the Settlement.

54. Class Representative Enhancement Payment. In recognition of Plaintiff's effort and work in prosecuting the Action on behalf of Class Members, and in exchange for a full release of all known and unknown claims, Defendant agrees not to oppose or impede any application or motion for Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000) to Plaintiff. The Class Representative Enhancement Payment will be paid from the Maximum Settlement Amount and shall not constitute payment to any Claimant(s) (other than Plaintiff). To the extent that the Court approves less than the amount of the Class Representative Enhancement Payment that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net

1 Settlement Amount. Because it is the intent of the Parties that the Class Representative Enhancement
2 Payment represent payment to Plaintiff for her services to the Class Members, and not wages, the Claims
3 Administrator will not withhold any taxes from the Class Representative Enhancement Payment. The
4 Claims Administrator will issue an IRS Form 1099 for the Class Representative Enhancement Payment
5 to Plaintiff, and Plaintiff shall be solely and legally responsible for correctly characterizing this
6 compensation for tax purposes and for paying any and all taxes on the amounts received.

7 55. General Release by Class Representative. As a condition of the class action settlement,
8 Plaintiff, as the Class Representative, shall separately release the Released Parties from all of the
9 following: any and all claims, demands, rights, liabilities, causes of action, injuries, grievances,
10 obligations, losses, damages, penalties, interest, fines, debts, liens, liabilities, attorneys' fees,
11 consultant's fees, expert's fees, accountant's fees, costs and any other form of relief or remedy in law
12 or equity, of every nature and description whatsoever, known or unknown, foreseen or unforeseen,
13 anticipated or unanticipated, suspected or unsuspected, asserted or that could have been asserted against
14 the Released Parties whether sounding in tort, contract, federal, state and/or local law, statute, ordinance,
15 regulation, common law, or other source of law or contract, including all unknown and unsuspected
16 claims covered by California Civil Code § 1542, by the Class Representative, arising out of or relating
17 to the Class Representative's employment at any time up to and including the date on which the Court
18 enters the Order of Final Approval, for any type of relief, including without limitation claims for wages,
19 premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties
20 and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive
21 damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and
22 declaratory relief. The Class Representative's Released Claims include, but are not limited to, the
23 Released Claims as well as any other claims under any provision of the Fair Labor Standards Act
24 ("FLSA"), the California Labor Code, any applicable California Industrial Welfare Commission Wage
25 Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination
26 statutes, including, without limitation, the California Government Code, the Unruh Civil Rights Act,
27 California Civil Code, the California Constitution, the California Business and Professions Code,

1 including but not limited to §§ 17200 *et seq.*, the United States Constitution, the Age Discrimination in
2 Employment Act (“ADEA”) and the Older Workers Benefit Protection Act, the Uniformed Services
3 Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000
4 *et seq.*, the Family and Medical Leave Act, the California Family Rights Act, the Americans with
5 Disabilities Act, 42 U.S.C. § 12101 *et seq.*, and the Employee Retirement Income Security Act of 1974,
6 29 U.S.C. § 1001 *et seq.*, and all of their implementing regulations and interpretive guidelines, to the
7 extent not prohibited by law. This a General Release is a condition of this Settlement.

8 56. Claims Administration Costs. The Claims Administrator will be paid for the reasonable
9 costs of administration of the Settlement and distribution of payments from the Maximum Settlement
10 Amount, which is currently estimated not to exceed Twenty-Five Thousand Dollars (\$25,000). These
11 costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required
12 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
13 distributing the Notice Packet, sending reminder notices, calculating shares and payment, distributing
14 the Maximum Settlement Amount in accordance with the Settlement and the Court’s order, and
15 providing necessary reports and declarations. Any portion of the Claims Administration Costs that are
16 not awarded to the Claims Administrator will be reallocated to the Net Settlement Amount.

17 57. Acknowledgement of Potential Administration Cost Increases. The Parties acknowledge
18 that Claims Administration Costs may increase above the current estimate of \$25,000 and that any such
19 additional Claims Administration Costs will be taken out of the Maximum Settlement Amount upon
20 receipt of Court approval. Any portion of the Court approved Claims Administration Costs which are
21 not in fact required to fulfill the total Claims Administration Costs will be reallocated to the Net
22 Settlement Amount.

23 58. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Fifty
24 Thousand Dollars (\$50,000) from the Maximum Settlement Amount will be designated for satisfaction
25 of the PAGA Aggrieved Employees’ PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%),
26 or \$37,500, of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or \$12,500, will be
27 distributed, pro rata, based on the number of Gross Monies earned by all PAGA Aggrieved Employees.

The Claims Administrator will calculate the total number of Gross Monies earned by each individual PAGA Aggrieved Employee to determine the total number of Gross Monies earned by all PAGA Aggrieved Employees (“Total Qualifying PAGA Gross Monies”) between January 13, 2019, and June 27, 2022. To determine each PAGA Aggrieved Employee’s estimated PAGA Payment, the Claims Administrator will use the following formula: Estimated individual PAGA Payment = $(\$12,500 \div \text{Total PAGA Gross Monies}) \times \text{individual Gross Wages for each individual PAGA Aggrieved Employee}$.

59. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Claimants in accordance with the terms of this Agreement. If the total claimed Individual Settlement Payments would equal less than Fifty Percent (50%) of the Net Settlement Amount based upon the number of claimants, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant so that the amount actually distributed to Claimants will equal Fifty Percent (50%) of the Net Settlement Amount. Any unclaimed amounts above Fifty Percent (50%) of the Net Settlement Amount will be the exclusive property of Defendant.

60. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Gross Monies a Class Member earned during the Class Period during the timeframe of October 16, 2016 to June 27, 2022. Specific calculations of Individual Settlement Payments will be made as follows:

60(a) The Claims Administrator will calculate the total number of Gross Monies earned by each individual Class Member (“Individual Gross Monies”) to determine the total number of Gross Monies earned by all Class Members (“Class Gross Monies”) during the Class Period.

60(b) To determine each Class Member’s estimated Individual Class Settlement Payment, the Claims Administrator will use the following formula: Estimated Individual Settlement Payment = $(\text{Net Settlement Amount} \div \text{Total Class Gross Monies}) \times \text{Individual Gross Monies for each individual Class Member}$.

60(c) If the total Individual Settlement Payments actually claimed by Claimants equals less than Fifty Percent (50%) of the Net Settlement Amount, the Individual Settlement Payments will proportionately increase for each Claimant submitting a Claim Form such that the total Individual

1 Settlement Payments equal Fifty Percent (50%) of the Net Settlement Amount.

2 60(d) The Individual Settlement Payment will be reduced by any required deductions
3 for each Claimant as set forth herein, including employee-side tax and withholdings with respect to the
4 wage portion of each Individual Settlement Payment.

5 61. Individual Settlement Payments Do Not Trigger Additional Benefits. All Individual
6 Settlement Payments to Class Members shall be deemed to be paid to such Class Members solely in the
7 year in which such payments are actually received by the Class Members. It is expressly understood
8 and agreed that the receipt of such Individual Settlement Payments will not entitle any Class Member
9 to additional compensation or benefits under any company bonus, contest or other compensation or
10 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any
11 Class Member to any increased retirement, 401K benefits or matching benefits, or deferred
12 compensation benefits. It is the intent of this Settlement that the Individual Settlement Payments
13 provided for in this Settlement are the sole payments to be made by Defendant to the Class Members,
14 and that the Class Members are not entitled to any new or additional compensation or benefits as a result
15 of having received the Individual Settlement Payments (notwithstanding any contrary language or
16 agreement in any benefit or compensation plan document that might have been in effect during the
17 period covered by this Settlement).

18 62. Claims Administration Process. The Parties agree to cooperate in good faith in the
19 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
20 and expenses incurred in administration of the Settlement.

21 63. Delivery of the Class List. Within fifteen (15) calendar days of Preliminary Approval,
22 Defendant will provide the Class List(s) to the Claims Administrator.

23 64. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days of receipt of the
24 Class List(s), the Claims Administrator will perform a search based on the National Change of Address
25 Database ("NCOA"), or any other similar services available, and mail a Notice Packet to all Class
26 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses available.

27 65. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims
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1 Administrator will perform a NCOA check, such as provided by Experian or any other similar services
2 available, for information to update and correct for any known or identifiable address changes. Any
3 Notice Packets returned to the Claims Administrator as non-deliverable on or before the Response
4 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
5 thereto and the Claims Administrator will indicate the date of such re-mailing on the Notice Packet. If
6 no forwarding address is provided, the Claims Administrator will promptly attempt to determine the
7 correct address using a skip-trace and will then perform a single re-mailing within five (5) days after
8 return of the Notice Packet. Those Class Members who receive a re-mailed Notice Packet, whether by
9 skip-trace or by request, will have between the later of (a) an additional fifteen (15) days or (b) the
10 Response Deadline to postmark a Claim Form, Request for Exclusion, or file and serve an objection to
11 the Settlement.

12 66. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
13 will be in the form of Exhibits A and B and will provide: (a) information regarding the nature of the
14 Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number
15 of Gross Monies each respective Class Member earned for Defendant during the Class Period; (e) each
16 Class Member's estimated Individual Settlement Payment and the formula for calculating Individual
17 Settlement Payments; (f) the dates which comprise the Class Period; (g) instructions on how to submit
18 a valid Claim Form, disputes regarding Gross Monies, Requests for Exclusion, or objections; (h) the
19 requirements relating to, and deadlines by which the Class Member must submit a Claim Form, disputes
20 regarding Gross Monies, Requests for Exclusions, and objections to the Settlement; (i) the claims to be
21 released, as set forth herein; and (j) the date for the Final Approval Hearing.

22 67. Disputed Information on Notice Packets. Class Members may dispute the information
23 provided in their Notice Packets, but must do so in writing, via first class mail, and it must be postmarked
24 by the Response Deadline. To the extent Class Members dispute the number of Gross Monies to which
25 they have been credited or the amount of their Individual Settlement Payment, Class Members must
26 produce evidence to the Claims Administrator showing that such information is inaccurate. Absent
27 evidence rebutting Defendant's records, Defendant's records will be presumed determinative.

1 However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence
2 submitted by the Class Member and will make the final decision as to the number of eligible Gross
3 Monies that should be applied and/or the Individual Settlement Payment to which the Class Member
4 may be entitled. If the Parties are unable to resolve the dispute, the Claims Administrator will be the
5 final arbiter of the Gross Monies for each Class Member during the Class Period, based on the
6 information provided to it.

7 68. Claim Form Procedures. To receive Individual Settlement Payments, all Class Members
8 will be required to submit a timely and valid Claim Form by the Response Deadline. All Claim Forms
9 must be signed and returned to the Claims Administrator via first class mail or fax and postmarked or
10 faxed by the Response Deadline. The date of the postmark on the return mailing envelope will be the
11 exclusive means to determine whether a Claim Form has been timely submitted. However, it is not the
12 intention of the Parties to exclude Class Members from obtaining payment in the Settlement for
13 technical reasons that do not interfere with the orderly administration of the Settlement. Therefore, the
14 Claims Administrator will compile a list of Claim Forms rejected for (1) failure to cure an unsigned
15 Claim Form or (2) late submission of the Claim Form. As to the Class Members on that rejected claims
16 list, any Class Member who requests, in a letter signed on the Class Member, to receive payment in the
17 Settlement will be treated like a Claimant so long as that written request is received by the Effective
18 Date.

19 69. Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is
20 defective as to the requirements listed herein, that Class Member will be given an opportunity to cure
21 the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3)
22 business days of receiving the defective submission to advise the Class Member that his or her
23 submission is defective and that the defect must be cured to render the Claim Form or Request for
24 Exclusion valid. The Class Member will have ten (10) calendar days from the date of the cure letter to
25 postmark a revised Claim Form or Request for Exclusion. If a Class Member responds to a Cure Letter
26 by filing a defective claim, then the Claims Administrator will have no further obligation to give notice
27 of a need to cure. If the revised Claim Form is not postmarked or received within that period, it will be
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1 deemed untimely.

2 70. Request for Exclusion Procedures. Any Class Member wishing to opt out from this
3 Stipulation of Settlement must sign and postmark a written Request for Exclusion to the Claims
4 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope
5 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
6 All Requests for Exclusion will be submitted to the Claims Administrator, who will certify jointly to
7 Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. PAGA
8 Aggrieved Employees will not be able to exclude themselves from the PAGA portion of the settlement.

9 71. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member
10 who does not affirmatively opt out of this Stipulation of Settlement by submitting a timely and valid
11 Request for Exclusion ("Settlement Class Member") will be bound by all of its terms, including those
12 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants
13 final approval of the Settlement.

14 72. Objection Procedures. To object to this Stipulation of Settlement, a Class Member must
15 file a valid Notice of Objection with the Court and serve copies of the Notice of Objection on the Parties
16 before the Response Deadline. The Notice of Objection must be signed by the Class Member and
17 contain all information required by this Stipulation of Settlement. The postmark date of the filing and
18 service will be deemed the exclusive means for determining that the Notice of Objection is timely. Class
19 Members who fail to object in the specific and technical manner specified above will be deemed to have
20 waived all objections to the Settlement and will be foreclosed from making any objections and seeking
21 any adjudication or review, whether by appeal or otherwise, to this Stipulation of Settlement. At no
22 time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
23 submit written objections to this Stipulation of Settlement or appeal from the Order and Judgment.
24 However, Class Counsel, Defense Counsel, and Defendant may respond to inquiries from Class
25 Members with truthful information. Class Counsel will not represent any Class Members with respect
26 to any such objections to this Settlement.

27 73. Reminders. Not earlier than twenty (20) days or later than thirty (30) days after the initial
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mailing, the Claims Administrator will send a Reminder Postcard to all Class Members who have not returned a Claim Form or a Request for Exclusion. All Reminder Postcards will include the Response Deadline, and the contact information for Class Counsel and the Claims Administrator.

74. Certification Reports Regarding Individual Settlement Payment Calculations. The Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted Claim Forms; (b) the number of Claimants; (c) the number of Class Members who have submitted valid Requests for Exclusion; (d) the then current amount and percentage of the Net Settlement Amount claimed by Claimants; and (e) whether any Class Member has submitted a challenge to any information contained in their Claim Form or Notice Packet. Additionally, the Claims Administrator will provide to counsel for both Parties any updated reports regarding the administration of this Stipulation of Settlement as needed or requested.

75. Payment Schedule for All Court-Approved and Individual Settlement Payment Amounts. Within five (5) business days of the Court granting final approval, the Claims Administrator will calculate all payments due. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to the respective Claimant's last known mailing address within fourteen (14) calendar days after Defendant deposits all Court-approved and claim amounts from the Maximum Settlement Amount into a QSF.

76. Unclaimed Funds from the Net Settlement Amount. After all Individual Settlement Payments have been made, any remaining or unclaimed funds from the Net Settlement Amount above Fifty Percent (50%) of the net Settlement Amount shall remain the property of the Defendant.

77. Payroll Taxes. Any and all applicable employer-side of the payroll taxes relating to the portion of the Individual Settlement Payments paid as wages shall be paid separate and apart from the Maximum Settlement Amount. The employee side of the payroll taxes shall be deducted from each relevant Individual Settlement Payment.

78. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Claimants will be negotiable for at least One Hundred Twenty (120) calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-

1 cashed for more than One Hundred Twenty (120) calendar days after issuance will be sent to the
2 California State Controller's Unclaimed Property Division in accordance with California Unclaimed
3 Property Law so that the Claimant will have his or her Individual Settlement Payment available to him or
4 her per the applicable claim procedure to request that money from the State of California.

5 79. Certification of Completion. Five (5) calendar days after the Response Deadline, the
6 Claims Administrator will provide a written declaration under oath to certify such completion to the
7 Court and counsel for all Parties. The declaration will include any attempts to obtain valid mailing
8 addresses for and re-sending of any returned Notice Packets, as well as the number of valid and timely
9 exclusions and objections that the Claims Administrator received.

10 80. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or
11 rescinded, for any reason other than set forth in Paragraph 92, any costs incurred by the Claims
12 Administrator will be paid equally by the Parties (half by Defendant and half by Class Counsel), unless
13 otherwise specified in this Agreement.

14 81. Treatment of Individual Settlement Payments. For purposes of this Stipulation of
15 Settlement, all Individual Settlement Payments will be allocated as follows: Thirty Percent (30%) of
16 each Individual Settlement Payment will be allocated as wages, and the remaining Seventy Percent
17 (70%) will be allocated as penalties and interest. The amounts paid as wages shall be subject to all tax
18 withholdings customarily made from an employee's wages and all other authorized and required
19 withholdings and shall be reported by W-2 forms. The amounts paid as penalties and interest shall not
20 be subject to any withholdings and shall be reported by IRS 1099 forms.

21 82. Administration of Taxes by the Claims Administrator. The Claims Administrator will be
22 responsible for issuing to Plaintiff, Claimants, and Class Counsel any W-2, 1099, or other tax forms as
23 may be required by law for all amounts paid pursuant to this Agreement. The Claims Administrator
24 will also be responsible for forwarding all payroll taxes and penalties to the appropriate government
25 authorities.

26 83. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
27 of the payments called for hereunder; and Plaintiff and Claimants are not relying on any statement,
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representation, or calculation by Defendant or by the Claims Administrator in this regard. Plaintiff and Claimants understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and shall defend, indemnify, and hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

84. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY") AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, "THE OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

1 85. No Assignments. The Parties and their counsel represent, covenant, and warrant that
2 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
3 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
4 or right herein released and discharged. Further, none of the rights, commitments, or obligations
5 recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or
6 Defense Counsel without the express written consent of each other Party and their respective counsel.
7 The representations, warranties, covenants, and agreements contained in this Agreement are for the sole
8 benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any
9 remedy to any other person.

10 86. Release of Claims by Class Members. Upon the Effective Date and condition on the
11 fully funding of the settlement, Plaintiff and all Class Members who have not submitted valid and timely
12 Requests for Exclusion, will be deemed to have fully, finally, and forever released, settled,
13 compromised, relinquished, and discharged with respect to all of the Released Parties any and all
14 Released Claims for any period during the Released Claims Period.

15 87. Waiver of California Civil Code § 1542. Furthermore, pursuant to the terms of the
16 Settlement, and with respect to both the Released Claims and the Claims released to paragraph 53 of
17 this Agreement, Plaintiff expressly waives and relinquishes any rights or benefits available to her under
18 the provisions of § 1542 of the California Civil Code, which provides as follows:

19 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
20 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
21 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
22 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR
23 RELEASED PARTY.”

24 88. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
25 Stipulation of Settlement to the Court in support of Plaintiff’s Motion for Preliminary Approval and
26 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution
27 of this Stipulation of Settlement, the Parties shall apply to the Court for the entry of an order scheduling
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a fairness hearing on the question of whether the proposed settlement, including payment of Attorneys' Fees and Costs, and Plaintiff's Class Representative Enhancement Payment and Class Representative Settlement Payment, should be finally approved as a fair, reasonable, and adequate settlement. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall also apply to the Court for the entry of an order as follows:

- a. Certifying the Class for the purpose of settlement;
- b. Approving, as to form and content, the proposed Notice of Class Action Settlement;
- c. Approving as to form and content the proposed Claim Form;
- d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice of Class Action Settlement;
- e. Directing the mailing of the Notice of Class Action Settlement, Claim Form, and Reminder Postcards to the Class Members, in accordance with the Settlement Agreement;
- f. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and
- g. Enjoining Plaintiff and any Class Member from filing or prosecuting any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement and the LWDA) regarding the Released Claims unless and until such Class Members have filed valid Requests for Exclusion with the Claims Administrator.

89. Duties of the Parties Following Final Court Approval. Following final approval by the Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel will submit a proposed final order of approval and judgment as follows:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of Attorneys' Fees and Costs;

- c. Approving the Class Representative Enhancement Payment to Plaintiff;
- d. Setting a date when the Parties shall report to the Court the total amount that was actually paid to the Class Members; and
- e. Entering judgment in this Action consistent with this Agreement.

90. Defendant's Option to Terminate the Settlement. If Ten Percent (10%) or more of the Class Members opt out of the Settlement by filing Requests for Exclusion, Defendant may, at its election, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel within ten (10) calendar days after the Claims Administrator notifies the Parties of the total number of opt-outs received by the Response Deadline. If the option to rescind is exercised, the Parties shall equally divide all costs of the Claims Administrator accrued to that point.

91. Nullification of Stipulation of Settlement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Stipulation of Settlement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Stipulation of Settlement will likewise be treated as void from the beginning.

92. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of this Stipulation of Settlement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Stipulation of Settlement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit this Stipulation of Settlement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, i.e., the proposed Notice of Class Action Settlement documents, and the proposed Claim Form, attached as **Exhibit A** and **Exhibit B** respectively. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Defendant agrees not to oppose the Motion for Preliminary Approval.

1 93. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
2 deadlines to postmark Claim Forms, Requests for Exclusion, or objections to this Stipulation of
3 Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
4 conducted to determine the Final Approval of this Stipulation of Settlement along with the amounts
5 properly payable for (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the
6 Class Representative Enhancement Payment; (d) all Claims Administration Costs; as well as (e)
7 confirming the total amount to be allocated towards the PAGA Payment. Class Counsel will be
8 responsible for drafting all documents necessary to obtain final approval, subject to approval by
9 Defendant's Counsel. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs
10 application to be heard at the final approval hearing and shall submit to the Court a Proposed Final
11 Approval Order, which shall be in a form approved by Defendant's Counsel. Defendant agrees not to
12 oppose the Motion for Final Approval and Attorneys' Fees and Costs.

13 94. Either Party's Option to Terminate the Settlement. Subject to the obligation(s) of mutual
14 full cooperation, either Party may terminate this Settlement if the Court declines to enter the Preliminary
15 Approval Order, the Final Approval Order, or final judgment in substantially the form submitted by the
16 Parties, or this Stipulation of Settlement as agreed does not become final because of appellate court
17 action. The terminating Party shall give to the other Party (through its counsel) written notice of its
18 decision to terminate no later than ten (10) business days after receiving notice that one of the
19 enumerated events has occurred. Termination shall have the following effects:

- 20 a. The Stipulation of Settlement shall be terminated and shall have no force or effect,
21 and no Party shall be bound by any of its terms;
- 22 b. In the event the Settlement is terminated, Defendant shall have no obligation to
23 make any payments to any Party, Class Member or attorney, except that the
24 Terminating Party shall pay the Claims Administrator for services rendered up to
25 the date the Claims Administrator is notified that the Settlement has been
26 terminated;

- 1 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
2 any order of class certification, shall be vacated;
- 3 d. The Stipulation of Settlement and all negotiations, privileged statements and
4 proceedings relating thereto shall be without prejudice to the rights of any of the
5 Parties, all of whom shall be restored to their respective positions in the Action
6 prior to this Stipulation of Settlement; and
- 7 e. Neither this Stipulation of Settlement, nor any ancillary documents, actions,
8 statements, or filings in furtherance of this Stipulation of Settlement (including all
9 matters associated with the mediation) shall be admissible or offered into evidence
10 in the Action or any other action for any purpose whatsoever; and
- 11 f. The equal Parties shall divide all costs of the claims Administration to that point.

12 95. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
13 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
14 Any Exhibits to this Agreement are an integral part of this Stipulation of Settlement.

15 96. Confidentiality. Plaintiff and her counsel agree that they have not and will not publish
16 the resolution of this case. Plaintiff's counsel shall not report the resolution of this case in any medium
17 or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Putative
18 Class or the resolution of this case on their website which identify Plaintiff or Defendant by name, and
19 shall not contact any reporters or media regarding the resolution of this case. However, Plaintiff's
20 attorneys are authorized to make disclosure to the Court for the purposes of obtaining the approval of
21 the settlement and may discuss the settlement with the Class Members. This disclosure is limited to
22 court filings and neither Plaintiff nor her counsel or representatives are permitted to disseminate or
23 publish, distribute or discuss the information provided to the Court in those filings outside the filings
24 themselves and any hearing held on those filings, unless ordered otherwise by the Court.

25 97. The Parties and their counsel agree that they will not issue any press releases, initiate any
26 contact with the press, respond to any press inquiry, or have any communication with the press about
27 the fact, amount, or terms of the Settlement prior to the Settlement being preliminarily approved by the
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1 Court. In addition, the Parties and their counsel agree that they will not engage in any advertising or
2 distribute any marketing materials relating to the Settlement of this case prior to the Settlement being
3 preliminarily approved by the Court, including but not limited to any postings on any websites
4 maintained by Class Counsel. Any communication about the Settlement to Class Members prior to the
5 Settlement being preliminarily approved by the Court will be limited to a statement that a settlement
6 has been reached and the details will be communicated in a forthcoming Court-approved notice.
7 Nothing set forth herein, however, shall prohibit (a) Defendant from providing truthful disclosure about
8 the Settlement, including its amount, in its periodic filings on Form 10-Q or Form 10-K with the United
9 States Securities and Exchange Commission, or (b) the Parties from providing this Agreement to the
10 Court in connection with the Parties' efforts to seek the Court's approval of this Settlement. Neither
11 Plaintiff nor Class Counsel shall hold a press conference or otherwise seek to affirmatively contact the
12 media about the Settlement. If contacted by the media regarding the Settlement, Class Counsel will
13 direct any media inquiries to the public records of the Action on file with the Court. Additionally, neither
14 Plaintiff nor Class Counsel will disparage the Settlement.

15 98. Entire Agreement. This Stipulation of Settlement and any attached Exhibits constitute
16 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
17 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil
18 Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement
19 is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence,
20 and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or
21 contradict the terms of this Agreement.

22 99. Amendment or Modification. This Stipulation of Settlement may be amended or
23 modified only by a written instrument signed by the named Parties and counsel for all Parties or their
24 successors-in-interest.

25 100. Authorization to Enter Into Stipulation of Settlement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation
27 of Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant
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1 to this Stipulation of Settlement to effectuate its terms and to execute any other documents required to
2 effectuate the terms of this Stipulation of Settlement. The Parties and their counsel will cooperate with
3 each other in good faith and use their best efforts to affect the implementation of the Settlement. If the
4 Parties are unable to reach agreement on the form or content of any document needed to implement the
5 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this
6 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

7 101. Signatories. It is agreed that because the members of the Class are so numerous, it is
8 impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The
9 Notice of Class Action Settlement, attached hereto as Exhibit A, will advise all Class Members of the
10 binding nature of the release, and the release shall have the same force and effect as if this Stipulation
11 of Settlement were executed by each Settlement Class Member.

12 102. Binding on Successors and Assigns. This Stipulation of Settlement will be binding upon,
13 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14 103. California Law Governs. All terms of this Stipulation of Settlement and Exhibits hereto
15 will be governed by, construed, and interpreted according to the laws of the State of California,
16 irrespective of the State of California's choice of law principles.

17 104. Execution and Counterparts. This Stipulation of Settlement is subject only to the
18 execution of all Parties. However, the Agreement may be executed in one or more counterparts,
19 including by facsimile, electronic signature, or email. All executed counterparts and each of them will
20 be deemed to be one and the same instrument.

21 105. Escalator Clause. Defendant estimates that there are approximately 2,787 Class
22 Members as of June 27, 2022. If the actual number of the Class Members exceeds 2,787 individuals by
23 more than ten percent (10%) at the end of the Class Period (June 27, 2022), the Maximum Settlement
24 Amount will increase by the same percentage as the increase in Class Members.

25 106. Acknowledgement that the Settlement is Fair, Reasonable, and Adequate. The Parties
26 believe this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action and
27 have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
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1 taking into account all relevant factors, present and potential. The Parties further acknowledge that they
2 are each represented by competent counsel and that they have had an opportunity to consult with their
3 counsel regarding the fairness and reasonableness of this Agreement. In addition, the Mediator may
4 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
5 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
6 is objectively fair and reasonable.

7 107. Invalidity of Any Provision. Before declaring any provision of this Stipulation of
8 Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
9 possible consistent with applicable precedents so as to define all provisions of this Stipulation of
10 Settlement valid and enforceable.

11 108. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
12 Stipulation of Settlement and, by signing this Stipulation of Settlement, is hereby bound by the terms
13 herein. For good and valuable consideration, Plaintiff further agrees that he will not request to be
14 excluded from this Stipulation of Settlement. Any such Request for Exclusion by Plaintiff will be void
15 and of no force or effect.

16 109. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute
17 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. By
18 entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any
19 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
20 or any other applicable laws, regulations, or legal requirements; breached any contract; violated or
21 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
22 conduct with respect to its employees or the Class Members. Neither this Agreement, nor any of its
23 terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or
24 concession by Defendant of any such violations or failures to comply with any applicable law. Except
25 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and
26 provisions shall not be offered or received as evidence in any action or proceeding to establish any
27 liability or admission on the part of Defendant or to establish the existence of any condition constituting
28

1 a violation of, or a non-compliance with, federal, state, local or other applicable law.

2 110. Captions. The captions and section numbers in this Agreement are inserted for the
3 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
4 provisions of this Agreement.

5 111. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
6 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
7 further waiver by such party of the same or any other condition, covenant, right or remedy.

8 112. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or
9 their respective counsel regarding the implementation or interpretation of this Agreement, a
10 representative of Class Counsel and a representative of Defense Counsel shall meet and confer to resolve
11 such disputes prior to submitting such disputes to the Court.

12 113. Enforcement Actions. If a Party institutes any legal action or other proceeding against
13 the other Party to enforce the provisions of this Settlement or to declare rights and/or obligations under
14 this Settlement, the successful Party will be entitled to recover from the unsuccessful Party reasonable
15 attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement
16 actions. To the extent consistent with class action procedure, this Agreement shall be enforceable by
17 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
18 3.769(h). The Disposition entered by the Court will not adjudicate the merits of the Action or the
19 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms
20 of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain
21 continuing jurisdiction over this Action and over all Parties and Class Members to the fullest extent to
22 enforce and effectuate the terms and intent of this Agreement

23 114. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
25 one party than another merely by virtue of the fact that it may have been prepared by counsel for one of
26 the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all
27 Parties have contributed to the preparation of this Agreement.

1 waived except in writing.

2 120. Binding Agreement. The Parties warrant that they understand and have full authority to
3 enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding
4 on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce
5 its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
6 federal or state law.

7 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
8 Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set forth below:

9 **NAMED PLAINTIFF AND CLASS COUNSEL**

10 **READ CAREFULLY BEFORE SIGNING**

11 DATED: 02/03/2023

12 
13 _____
14 NIKKI HOARD
15 Named Plaintiff

16 DEFENDANT PRODUCTION PLUS, INC.

17 DATED: 2/24/2023

18 By: 
19 _____

20 ///

21 ///

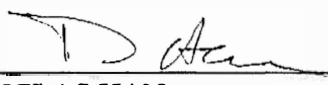
22 ///

23 **APPROVED AS TO FORM**

24 JUSTICE LAW CORPORATION

1 DATED: 2/6/23

By:


DOUGLAS HAN
SHUNT TATAVOS-GARAJEH
PHILLIP SONG
Attorneys for Plaintiff Nikki Hoard and the Class

2
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9 DATED: 3/1/2023

By:

DINSMORE & SHOHL LLP

DORATA A. JAMES
ROBERT D. PRINE
Attorneys for Defendant Production Plus, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Nikki Hoard v. Production Plus, Inc.

Kern County Superior Court Case No. BCV-22-101736

(Complaint Filed July 13, 2022)

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former hourly-paid or non-exempt employees and independent contractors who were employed by Defendant within the State of California at any time during the period from April 9, 2016 to June 27, 2022 (“Class” or “Class Member(s)”).

You are receiving this Notice of Class Action Settlement because you have been identified as a person who has worked or who currently works as a non-exempt employee or an independent contractor of Production Plus, Inc. (“Defendant”) within the State of California at any time during the period from April 9, 2016, to June 27, 2022 (“Class Period”).

On _____, 2023, the Honorable _____ of the Superior Court of the State of California for the County of Kern granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The amount of your estimated payment is listed on the enclosed Claim Form

To participate in the settlement and to receive your payment, you must mail a Claim Form to the Claims Administrator by not later than _____, 2023. If you fail to postmark or fax a Claim Form by _____, 2023, you will not receive a payment from the settlement, but you will be bound by its terms. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on _____, 2023 in Department ____ of the Kern County Superior Court located at _____. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

On July 13, 2022, Nikki Hoard (“Plaintiff”), filed a putative class action against Defendant in the Superior Court for the State of California, County of Kern, entitled *Hoard v. Production Plus, Inc.*, Case No. BCV-22-101736, for (1) violation of California Labor Code §§ 510, 1194, 1197, and 1198 (failure to pay minimum and overtime wages); (2) violation of California Labor Code § 226.7 (failure to provide rest breaks); (3) violation of California Labor Code § 512 (failure to provide meal periods) (4) violation of California Labor Code § 1194 (failure to pay minimum wage); (5) violation of California Labor Code §§ 201, 202, and 203 (failure to timely pay wages upon termination); (6) violation of California Labor Code § 226 (failure to provide complete and accurate wage statements); (7) violation of California Labor Code §§ 2800 and 2802 (failure to reimburse business expenses) and (8) violation of California Business and Professions Code § 17200.

The Parties participated in mediation before Steve Serratore, Esq. (the “Mediator”), a respected mediator of wage and hour class actions. After a full day of negotiations and considering the Mediator’s continued involvement, the Parties agreed to settle on January 19, 2023.

On January ____, 2023, the Parties were able to finalize the Settlement Agreement. Counsel for Plaintiff, and the attorneys appointed by the Court to represent the Class, Justice Law Corporation (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel

believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendant has denied and continues to deny the factual and legal allegations in Plaintiff's case and believes that the claims have no merit. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Instead, Defendant has agreed to settle the case solely for economic efficiency.

Summary of Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying Class and PAGA claims in exchange for the Maximum Settlement Amount of up to \$2,500,000. This amount is inclusive of: (1) Individual Settlement Payments to all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement ("Claimants"); (2) the Class Representative Enhancement Payment in the amount of \$10,000 to Plaintiff; (3) Claims Administration Costs currently estimated at \$_____ ; (4) \$875,000 in attorneys' fees and up to \$35,000 in litigation costs and expenses to Class Counsel; (5) \$50,000 in PAGA Payment (civil penalties) to be divided seventy-five percent (75%) to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) to PAGA Aggrieved Employees.

After deducting the Class Representative Enhancement Payment, Claims Administration Costs, the PAGA Payment, and Attorneys' Fees and Costs, a total of approximately \$_____ will be available to Claimants ("Net Settlement Amount").

The Class Administrator will make settlement payments to each Claimant. All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of Gross Monies each Class Member earned during the relevant Class Period. "Gross Monies" means the total amount of wages that a Class Member received from Defendant as a non-exempt employee or an independent contractor in California at any time during the Class Period.

If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.

IRS Forms W-2 and 1099 will be distributed to Claimants and the appropriate taxing authorities reflecting the payments they receive under the settlement. Claimants should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, thirty percent (30%) of each Class Member's Individual Settlement Payment will be treated as wages, and the remaining seventy percent (70%) will be treated as penalties and interest.

PAGA Aggrieved Employees and PAGA Payment

Under the terms of the Settlement, \$50,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Thirty-seven thousand five hundred dollars (\$37,500) will be sent to the LWDA. The PAGA Aggrieved Employees will share twelve thousand five hundred dollars (\$12,500) that will be based on the number weeks they worked during the period from January 13, 2019, to June 27, 2022.

You are a "PAGA Aggrieved Employee" eligible to share the PAGA Payment under the settlement if you were employed by Defendant as a non-exempt employee or as an independent contractor within the State of California at any time during the period from January 13, 2019, to June 27, 2022 ("PAGA Period").

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

The Claims Administrator will calculate the total number of Gross Monies earned by each individual PAGA Aggrieved Employee to determine the total number of Gross Monies earned by all PAGA Aggrieved Employees (“Total Gross monies”) between January 13, 2019, and June 27, 2022. The Claims Administrator will use the following formula to determine each PAGA Aggrieved Employee’s estimated PAGA Payment: Estimated individual PAGA Payment = $(\$12,500 \div \text{Total PAGA Gross Monies}) \times \text{individual Gross Monies}$ for each individual PAGA Aggrieved Employee. The portion of the PAGA Payment paid to PAGA Aggrieved Employees shall be designated as one hundred percent (100%) penalties, for which an IRS Form 1099 will issue.

Based on your total number of pay periods within the PAGA Period, your portion of the PAGA Payment is \$ _____. You are responsible for paying any federal, state, or local taxes owed because of this PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives Final Approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above.

If you were not a non-exempt employee of Defendant within the PAGA Period of January 13, 2019, and preliminary approval of the Settlement or June 27, 2022, you are not a PAGA Aggrieved Employee, and this Section does not apply to you.

Your Options Under the Settlement

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

Option 1 – Submit a Claim Form to Be Eligible for Payment

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail it or fax it to the Claims Administrator postmarked no later than _____, 2023.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written Request for Exclusion must: (a) be signed by you; (b) set forth your name, address, telephone number, and last four digits of your Social Security Number; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the Settlement; (d) be returned by mail to the Claims Administrator at the specified address and/or facsimile number; and (e) be postmarked on or before the Response Deadline. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail, or equivalent, to the address below.

Claims Administrator
c/o _____

The written request to be excluded must be postmarked not later than _____, 2023. If you submit a Request for Exclusion which is not postmarked by _____, 2023, your Request for Exclusion will be rejected, and you will be included in the settlement class.

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

Option 3 – File an Objection with the Court

If you wish to object to the settlement because you find it unfair or unreasonable, you may file with the Court an objection stating why you object to the settlement. For the objection to be valid, it must include: (a) your full name, signature, address, and telephone number; (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) a clear reference to the title of this case and case number; and (d) copies of any papers, briefs, or other documents upon which the objection is based. Further, if you intend to appear at the Final Approval Hearing, either in person or through counsel, you must include notice of that fact and state the purpose for your appearance in your objection. The objection must be filed with the Court and served on the attorneys listed below:

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Phillip Song, Esq.
Lizette Rodriguez, Esq.
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Class Counsel

Dorota A. James, Esq.
Robert D. Prine, Esq.
DINSMORE & SHOHL LLP
655 West Broadway, Suite 800
San Diego, CA 92101
Telephone: (619) 400-0500
Facsimile: (619) 400-0501

Counsel for Production Plus, Inc.

All objections must be filed with the Court not later than _____, 2023. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2 above. Please note that you cannot both object to the settlement and exclude yourself.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ **a.m./p.m.** in the Kern County Superior Court and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

Option 4 – Do Nothing

You may also do nothing in response to this notice. However, if you choose to do nothing, and if the Court grants final approval of the settlement, you will be deemed to have released the Released Claims even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following Option 2.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. If you choose **Option 4**, you will receive nothing. In addition, under both **Options 1 and 4** (or **3** if the Court approved the Settlement), you will be deemed to have released or waived the following claims:

The claims released by the Class Members (“Released Claims”) include any and all claims, rights, penalties, demands, damages, losses debts, accounts, duties, costs, liens, charges, complaints, causes of action, obligations, liabilities, or causes of action of any nature or description that were alleged by Plaintiff Nikki Hoard in her complaint filed on July 13, 2022 in the Kern County Superior Court, Case No. BCV-22-101736, filed on July 13, 2022 (“Complaint”) or reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint, including but not limited to claims under California Labor Code Sections 201, 202, 203, 204, 218.5, 218.6, 226(a), 226.7, 226.8, 510, 512, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq., as well as the applicable California Industrial Welfare Commission Wage Orders, and Business and

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

Professions Code sections 17200-17208, et seq.

If you choose **Option 2**, you will no longer be a Class Member and will: (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims; (2) be barred from filing an objection to the settlement; and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to the money from the settlement, but only if you complete your Claim Form and postmark it by _____, 2023. Otherwise, if the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Claims Administrator at the telephone number listed below, toll free. Please refer to the Production Plus, Inc. class action settlement.

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreements, and other papers filed in the case. Copies of these documents may be obtained at the Kern County Superior Court Office of the Clerk located at _____.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT; THE JUDGE; PRODUCTION PLUS, INC.; OR RIVERMAID TRADING COMPANY'S ATTORNEYS WITH INQUIRIES.

EXHIBIT B

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

Nikki Hoard v. Production Plus, Inc.
Kern County Superior Court Case No. BCV-22-101736

MAIL OR FAX TO:
c/o Claims Administrator
[Address]
Fax: (***) ***-****

Your Claim Form must be completed and received by fax or postmarked on or before [redacted], or it will be rejected.

You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, please inform the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

||||| Claim #

[redacted] First Name, Last Name

[redacted] c/o

[redacted] Address1 Address2

[redacted] City, State, Zip, Country

Name/Address Changes (if any):

()
Area Code

Home Telephone Number

()
Area Code

Alternate Telephone Number

Calculation of Individual Settlement Payments: Each Claimant's share of the settlement is based upon the number of Gross Monies he or she earned while providing services for Defendant during the period from April 9, 2016, to June 27, 2022 ("Class Period").

According to records maintained by Production Plus, Inc. ("Defendant"), you worked for Defendant as a non-exempt employee or as an independent contractor within the State of California during the period from April 9, 2016, to June 27, 2022. In particular, the available records indicate that you earned for a total of [NUMBER] Gross Monies during the Class Period. "Gross Monies" the total amount of wages that a Class Member received from Defendant as a non-exempt employee or an independent contractor in California at any time during the Class Period.

The following formula was used to determine your estimated Individual Settlement Payment: Estimated Individual Settlement Payment = ([NUMBER] ÷ Total Class Gross Monies) x individual Gross Monies for each individual Class Member.

Based on the preceding information, your estimated Individual Settlement Payment is [AMOUNT]. Your final actual share may vary depending on the number of Claimants who are participating in this settlement.

If you disagree with the numbers stated above, please explain why you believe the records described above are mistaken, and attach all supporting documentation:

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

--

If you dispute the numbers stated above, the records described above will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties. Such a determination by the Parties will be final and binding with no opportunity for further appeal.

Your signature below constitutes a full release, waiver, and discharge of any and all claims, rights, penalties, demands, damages, losses debts, accounts, duties, costs, liens, charges, complaints, causes of action, obligations, liabilities, or causes of action of any nature or description that were alleged by Plaintiff Nikki Hoard in her complaint filed on July 13, 2022 in the Kern County Superior Court, Case No. BCV-22-101736 ("Complaint") or reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint, including but not to limited o to claims under California Labor Code Sections 201, 202, 203, 204, 218.5, 218.6, 226(a), 226.7, 226.8, 510, 512, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq., as well as the applicable California Industrial Welfare Commission Wage Orders, and Business and Professions Code sections 17200-17208, et seq. ("Released Claims".)

In order to achieve a full and complete release, Defendant, Plaintiff and the Class Members acknowledge that this release is intended to include in its effect all Released Claims described above, both known and unknown. The period covered by the Released Claims extends from April 9, 2016, to June 27, 2022.

By signing below, you acknowledge that, if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

I declare under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on

_____, 2023 in _____, _____
Date City State

Sign your name here

Print your name here

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

On March 6, 2023, I served the foregoing document described as

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

for the following case: **Hoard v. Productions Plus, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-892144-22**
Court Case No.: BCV-22-101736-BCB
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 6, 2023, at Pasadena, California.



Anna Okada