

SULLIVAN EMPLOYMENT LAW, P.C.
MARTIN E. SULLIVAN (SBN 274279)
martin@sullivanlawgrp.com
145 S. Spring Street, Suite 850
Los Angeles, CA 90012
Tel: (323) 645-5470

Attorneys for Plaintiff and the Putative Class

Todd B. Scherwin (SBN 239848)
E-Mail: tscherwin@fisherphillips.com
Brendan Y. Joy (SBN 254959)
E-Mail: bjoy@fisherphillips.com
Taylor R. Lee (SBN 335681)
E-Mail: trlee@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Attorneys for Defendant Singer 67, LLC (erroneously sued as Singer 67, LLC dba Singer Vehicle Design)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARIO GUTIERREZ, an individual, on behalf
himself and all others similarly situated,

Plaintiff

v.

SINGER 67, LLC dba Singer Vehicle Design, a
California Limited Liability Company; and DOES
1 to 50,

Defendants.

CASE NO. 22STCV20996

*[Assigned for all purposes to the
Hon. David S. Cunningham, Dept. 11]*

**AMENDED JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

Complaint Filed: June 28, 2022
Trial Date: Not Set

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

2 IT IS HEREBY STIPULATED, by and between Plaintiff Mario Gutierrez, on behalf of himself
3 and the Settlement Class Members, on the one hand, and Defendant Singer 67, LLC (erroneously sued
4 as Singer 67, LLC dba Singer Vehicle Design), on the other hand, and subject to the approval of the
5 Court, that the above-captioned lawsuit is hereby being compromised and settled pursuant to the terms
6 and conditions set forth herein (the “Stipulation” or “Agreement”).

7 **1. DEFINITIONS**

8 Unless otherwise defined herein, initial capitalized terms used in this Agreement shall have the
9 meanings set forth below:

10 1.1 “Class Counsel” means Martin E. Sullivan, Esq. of Sullivan Employment Law, P.C.

11 1.2 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
12 resolution of this Lawsuit not to exceed one third (1/3) of the Gross Settlement Amount (or
13 \$250,000.00), subject to Court approval. The class counsel award shall be subject to increase pursuant
14 to the escalator clause, defined below in section 3.2. The Court shall review the requested amount of
15 the Class Counsel Award, and the approved amount shall be paid from the Gross Settlement Amount.
16 Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be retained
17 within the Gross Settlement Amount and distributed to Class Members as provided in this Agreement.

18 1.3 “Class Counsel Costs” means expenses and costs incurred by Class Counsel for Class
19 Counsel’s litigation and resolution of this Lawsuit not to exceed Forty Thousand Dollars (\$40,000). The
20 Court shall determine the amount of the Class Counsel Costs, and it shall be paid from the Gross
21 Settlement Amount. Any portion of the requested Class Counsel Costs that is not awarded to Class
22 Counsel shall be retained within the Gross Settlement Amount and distributed to Class Members as
23 provided in this Agreement.

24 1.4 The Class is defined as all individuals who are or were employed by Defendant as non-
25 exempt employees in California during the Class Period” (the “Class” and “Class Members”).

26 1.5 “Class Information” means information regarding Settlement Class Members that
27 Defendant will in good faith compile from its records and provide to the Settlement Administrator. Class
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Information shall be provided as a password-protected, Microsoft Excel spreadsheet and shall include each Settlement Class Member's: (a) full name; (b) last known address; (d) Social Security Number; (g) the Compensable Workweeks (as defined below); and (h) the PAGA Compensable Pay Periods (as defined below). Because Social Security Numbers and other private information are included in the Class Information, the Settlement Administrator shall maintain the Class Information in confidence, it shall be transmitted in password-protected file(s), and access shall be limited to those with a need to use the Class Information as part of the administration of the Settlement.

1.6 "Class Period" means the period of June 28, 2018, to February 12, 2024.

1.7 "Class Representative" means Plaintiff Mario Gutierrez.

1.8 "Class Representative Service Award" means the amount approved by the Court to be paid to the Class Representative in recognition of his efforts and time as Class Representative, and in consideration for his execution of a mutual general release of all claims relating to or arising from his employment and/or independent contract with Defendant or its termination, and a comprehensive release and a Civil Code section 1542 waiver of the Class Representative's Released Claims relating to or arising from his employment with Defendant or his termination. The Class Representative Service Award shall not exceed Ten Thousand Dollars (\$10,000), and it shall be paid from the Gross Settlement Amount. Defendant does not presently object to a Class Representative Service Award in the amount of Ten Thousand Dollars (\$10,000). Any portion of the requested Class Representative Service Award that is not awarded to Plaintiff shall be retained within the Gross Settlement Amount and be distributed to Class Members as provided in this Agreement.

1.9 Compensation Calculations for Class:

1.9.1 "Compensable Workweeks" means all weeks in which Participating Class Members worked for Defendant during the Class Period.

1.10 Compensation Calculations for PAGA:

1.10.1 "PAGA Compensable Pay Periods" means all pay periods in which the "Aggrieved Employees" worked for Defendant during the PAGA Period.

1.11 "Court" shall mean the California Superior Court for the County of Los Angeles.

1 1.12 “Defendant” means Singer 67, LLC (erroneously sued as Singer 67, LLC dba Singer
2 Vehicle Design).

3 1.13 “Defense Counsel” or “Counsel for Defendant” shall mean the law firm of Fisher &
4 Phillips LLP, including the attorneys Brendan Joy, Esq., Todd Scherwin, Esq. and Taylor Lee, Esq.

5 1.14 “Effective Date” means the date by when both of the following have occurred: (a) the
6 Court enters a Final Judgment on its order granting final approval of the Settlement; and (b) the Final
7 Judgment is final. The Final Judgment is final as of the latest of the following occurrences: (a) if no
8 Participating Class Member objects to the Settlement, the day the Court enters Final Judgment; (b) if
9 one or more Participating Class Members objects to the Settlement, the day after the deadline for filing
10 a notice of appeal from the Judgment; or if a timely appeal from the Final Judgement is filed, the day
11 after the appellate court affirms the Judgment and issues a remittitur.

12 1.15 “Estimated Individual Settlement Payment(s)” means the estimated amount payable to
13 each Participating Class Member, as calculated pursuant to Paragraph 3.13.1 herein.

14 1.16 “Final Approval Hearing” means the hearing held on the motion for final approval of the
15 Settlement.

16 1.17 “Final Judgment” means the Court’s entry of an order of judgment in this Lawsuit
17 following the Court’s final approval of the Settlement.

18 1.18 “Individual Settlement Payment” means the amount payable to each Participating Class
19 Member. The amount of the Individual Settlement Payment shall be calculated pursuant to Paragraph
20 3.13.1 herein.

21 1.19 “Lawsuit” means the wage-and-hour class action and PAGA representative action
22 entitled *Mario Gutierrez, et al. v. Singer 67, LLC, et al.*, now pending in the Los Angeles County
23 Superior Court of California and designated as Case No. 22STCV20996. For purposes of this
24 Agreement, the Parties will stipulate to the filing of an amended complaint which includes Singer
25 Vehicle Design, LLC.

26 1.20 “LWDA PAGA Allocation” means up to Seven Thousand Five Hundred Dollars
27 (\$7,500.00), representing 75% of the PAGA Allocation, paid from the Gross Settlement Amount, as the
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1 payment required for settlement of any claims under the California Private Attorneys General Act. The
2 LWDA PAGA Allocation shall be paid, upon Court Approval, to the State of California's Labor
3 Workforce Development Agency ("LWDA").

4 1.21 "Gross Settlement Amount" means the non-reversionary gross of Seven Hundred Fifty
5 Thousand Dollars and 0/100 (\$750,000.00). The Parties intend that the claims of all Participating Class
6 Members are settled for no more than the Gross Settlement Amount, inclusive of attorneys' fees, costs,
7 and expenses directly related to the Lawsuit (which includes all such fees and costs incurred to date, as
8 well as all such fees and costs incurred in documenting the settlement, providing any notices required
9 as part of the settlement, securing court approval of the settlement including any and all motions related
10 thereto, administering the settlement, and obtaining a judgment in the action), Class Representative
11 Service Award, the PAGA Allocation, and all costs of administration, including Settlement
12 Administration fees. This settlement does not establish a fund from which claims will be paid, within
13 the meaning of California Code of Civil Procedure section 384.

14 1.22 "Net Settlement Amount" means the amount of monies available for distribution to
15 Participating Class Members who do not opt-out of the Settlement, determined by taking the Gross
16 Settlement Amount and subtracting amounts for Court-approved Class Counsel Award and Class
17 Counsel Costs, the PAGA Allocation, the Class Representative Service Award, and the costs of
18 settlement administration. The Net Settlement Amount shall be allocated and distributed in its entirety
19 to Participating Class Members.

20 1.23 "Notice of Settlement" means the Notice of Class Action Settlement (substantially in the
21 form attached hereto as **Attachment 1**), which includes an estimated settlement share for each member
22 of the Class.

23 1.24 "Notice Packet" means the Notice of Class Action Settlement, Request for Exclusion,
24 and Objection Form (substantially in the form attached hereto as **Attachments 1-3**). The Notice Packet
25 shall contain instructions on how to opt-out of the Settlement, and how to object to the Settlement. The
26 Notice Packet shall be translated into Spanish; Class Members shall receive both an English and Spanish
27 version.

1 1.25 “PAGA” means the California Private Attorneys General Act, California Labor Code
2 section 2698, *et seq.*

3 1.26 “PAGA Period” means the time period of June 28, 2021, through to February 12, 2024.

4 1.27 “PAGA Aggrieved Employee(s)” and “Aggrieved Employee(s)” mean any and all
5 individuals who Defendant employed as a, hourly non-exempt employee for Defendant during the
6 PAGA Period. All Aggrieved Employees are also Settlement Class Members and therefore, to the extent
7 Settlement Class Members are referenced herein, it includes Aggrieved Employees.

8 1.28 “PAGA Allocation” means up to Ten Thousand Dollars (\$10,000) allocated from the
9 Gross Settlement Amount for the compromise of claims brought under the PAGA. Per California Labor
10 Code section 2699(i), Seven Thousand Five Hundred Dollars (\$7,500.00), representing 75% of the
11 PAGA Allocation, will be paid to the California’s Labor Workforce Development Agency. The
12 remaining Two Thousand Five Hundred Dollars (\$2,500.00), or any lesser amount ordered by the Court,
13 representing 25% of the PAGA Allocation, will be distributed to PAGA Aggrieved Employees as set
14 forth in Paragraph 3.14.

15 1.29 “PAGA Settlement Amount” means 25% of the PAGA Aggrieved Employees (Two
16 Thousand Five Hundred Dollars (\$2,500), which will be distributed to PAGA Aggrieved Employees as
17 described in Paragraphs 3.14 and 3.14.1.

18 1.30 “PAGA Penalties Payment” means the amount payable to each PAGA Aggrieved
19 Employee for the release of his or her Released PAGA Claims, regardless of whether the PAGA
20 Aggrieved Employee objects, opts out or otherwise excludes himself or herself from the Released
21 Statutory Claims. The amount of the PAGA Penalties Payment shall be calculated pursuant to
22 Paragraphs 3.14 and 3.14.1 herein.

23 1.31 “Participating Class Member” means Settlement Class Members that do not submit a
24 valid and timely Request for Exclusion.

25 1.32 “Parties” means Plaintiff and Defendant, and “Party” shall mean either Plaintiff or
26 Defendant, respectively.

27 1.33 “Plaintiff” means Mario Gutierrez.
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1 1.34 “Preliminary Approval” or “Preliminary Approval Date” means the date the Court enters
2 the Preliminary Approval Order.

3 1.35 “Preliminary Approval Order” means the Order granting preliminary approval of the
4 settlement.

5 1.36 “Released PAGA Claims” means all claims for penalties, fees, and costs Pursuant to the
6 Labor Code Private Attorneys General Act of 2004 (“PAGA”) for violations of the California Labor
7 Code set forth in the operative complaint or which could have been set forth in the operative complaint
8 based upon the facts alleged therein, including but not limited to, Sections 201, 202, 203, 204, 210, 226,
9 226.3, 226.7, 227.3, 510, 512, 1102.5, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
10 2802, 2084, that arose during the PAGA Period.

11 1.37 “Released Statutory Claims” means those claims which are pled or could have been plead
12 based on the factual allegations in the operative complaint, which arose during the Class Period,
13 including, but not limited to, claims for: (1) Failure to Pay All Minimum Wages; (2) Failure to Pay All
14 Overtime Wages; (3) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums; (4) Failure
15 to Provide Meal Periods and Pay Missed Meal Period Premiums; (5) Failure to Maintain Accurate
16 Employment Records; (6) Failure to Pay Wages Timely During Employment; (7) Failure to Pay All
17 Wages Earned and Unpaid at Separation; (8) Failure to Reimburse for Necessary Business Expenditures;
18 (9) Failure to Furnish Accurate Itemized Wage Statements; (10) Failure to Pay Accrued Unused
19 Vacation Days; (11) Violations of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–
20 17210), and (12) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.
21 These Released Statutory Claims are identified under California Labor Code §§ 201, 202, 203, 204, 210,
22 226, 226.3, 226.7, 227.3, 510, 512, 1102.5, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
23 2802, 2084, and IWC Wage Order No. 4-2001, 7-2001, and UCL violations pursuant to Cal. Bus. &
24 Prof. Code §17200 et seq.

25 1.38 “Released Parties” means Defendant Singer 67, LLC (erroneously sued as Singer 67,
26 LLC dba Singer Vehicle Design), and all of their former and present employees, shareholders, officers,
27 directors, managers, agents, attorneys, insurance carriers, parents, subsidiaries, divisions, partnerships,
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or affiliated organizations, entities, partnerships, or corporations whether previously or hereafter affiliated in any manner, and the respective predecessors, successors and assigns of all of the foregoing.

1.39 “Request for Exclusion” means a written and signed request by a Class Member to be excluded from the Settlement that is submitted in accordance with the procedure set forth herein, also known as an “opt-out request.”

1.40 “Response Deadline” means the date fifty (50) days after the Settlement Administrator mails Notice Packets to Settlement Class Members and the last date on which Settlement Class Members may: (a) postmark, fax, or email Requests for Exclusion; or (b) serve Objections to the Settlement.

1.41 “Settlement” means the disposition of the Lawsuit pursuant to this Agreement.

1.42 “Settlement Account” means the account established pursuant to the terms of this Stipulation from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

1.43 “Settlement Administrator” means ILYM Group, Inc. or CPT Group, Inc.

1.44 “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for the administration of the Settlement, for all current and formerly employed Settlement Class Members. The Settlement Administration Costs amount is presently estimated not to exceed Twenty Thousand Dollars (\$20,000.00).

2. RECITALS

2.1 Description and Procedural Posture of the Litigation.

The Lawsuit was initiated on September 11, 2019, by Plaintiff in the form of a letter to the LWDA stating the intent to file a claim under PAGA. Plaintiff filed a class and PAGA complaint on June 28, 2022.

On December 4, 2023, the parties participated in a mediation before Todd Smith, Esq. The mediation was successful, following a mediator’s proposal that was held open beyond the day of mediation, and the Parties executed a binding and enforceable Memorandum of Agreement (“MOU”) after the mediation, with signatures collected on January 31, 2024, and agreed that a detailed, long-form Joint Stipulation of Settlement and Release would be completed shortly thereafter.

1 2.2 Certification of the Settlement Class. The Parties stipulate and agree to the certification
2 of this Lawsuit for purposes of this Settlement only. Should the Settlement not become final and
3 effective as herein provided, class certification shall immediately be set aside (subject to further
4 proceedings on motion of any party to certify or deny certification thereafter). The Parties' willingness
5 to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be
6 admissible in or considered in connection with, the issue of whether a class should be certified in a non-
7 settlement context in this Lawsuit and shall have no bearing on, and shall not be admissible or considered
8 in connection with, the issue of whether a class should be certified in any other lawsuit and/or arbitration.

9 2.3 Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
10 expense and length of continued proceedings necessary to litigate their disputes through trial and through
11 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
12 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
13 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
14 Lawsuit, both generally and in response to Defendant's potential defenses thereto (many of which have
15 been shared during the course of the Parties' settlement negotiations), and potential difficulties in
16 establishing damages and entitlement to monetary recovery for the Settlement Class Members. Plaintiff
17 and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that
18 confers substantial relief upon Settlement Class Members based on the terms set forth herein. Based on
19 the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this
20 Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Settlement
21 Class Members.

22 2.4 Defendant's Reasons for Settlement. Despite continuing to contend that it is not liable
23 for any of the claims set forth by Plaintiff in the Lawsuit, Defendant has, nonetheless, agreed to settle in
24 the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the
25 Lawsuit. Defendant has concluded that any further defense of this litigation would be protracted and
26 expensive for all Parties. Substantial amounts of time, energy, and resources of Defendant have been
27 and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by
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Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement.

2.5 Settlement Class Members' Claims. Settlement Class Members have claimed and continue to claim that the Released Statutory Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement (and exhibits/attachments hereto) and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

2.6 Defendant's Defenses. Defendant has claimed and continues to claim that the Released Statutory Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted.

2.7 Gross Amount Payable by Defendant. Under the terms of this Settlement, the gross amount payable by Defendant shall not exceed the Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars and 0/100 (\$750,000.00), plus any employer-side payroll taxes. There shall be no reversion to Defendant.

3. TERMS OF AGREEMENT

The Parties agree as follows:

3.1 The “Class” consists of approximately 449 individuals, subject to confirmation via business records upon close of the Class Period.

3.2 The number of Compensable Workweeks during the Class Period is approximately 28,836.

3.3 Releases Given by Plaintiff and the Settlement Class.

3.3.1 As To All Participating Class Members. As of the Effective Date, all Participating Class Members in Settlement Class release the Released Parties from the Released Statutory Claims for the Class Period.

3.3.2 PAGA Release. The Parties acknowledge and agree that Plaintiff was deputized by the State of California, pursuant to PAGA, to negotiate and compromise the Released PAGA Claims on behalf of any and all “Aggrieved Employees” as defined in Labor Code section 2699(c), subject to the approval procedure set forth in Labor Code section 2699(l). Therefore, as of the Effective Date, all eligible Settlement Class Members, including Plaintiff and any other Aggrieved Employees, and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period.

3.3.3 General Mutual Release of Claims, Known and Unknown, Between the Class Representative and Defendant. Plaintiff releases and discharges all Released Parties from any and all claims, including but not limited to: Any and all wage-and-hour claims arising under the laws of the State of California, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages (including, without limitation, claims under any applicable Industrial Welfare Commission Wage Order, the California Private Attorneys General Act, or any other provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the California Fair Employment and Housing Act; the California Government Code; the California Labor Code, any state, civil, or statutory laws, including any and all human rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and any claims for interest, attorneys’ fees, and/or costs.

Plaintiff expressly waives the protections of California Civil Code section 1542, which reads as follows:

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

3.4 Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the payments described herein.

3.5 No Knowledge of Other Claims. Class Counsel and Plaintiff agree and represent that they are not aware of any claim that could have been brought against Defendant by any person or entity, other than the claims that were alleged or could have been alleged in the Lawsuit or could have been alleged based on the facts alleged in the Lawsuit or arising out of the circumstances giving rise to the Lawsuit.

3.6 Settlement Approval and Implementation Procedures. As part of this Settlement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of the Settlement, certifying a Settlement Class, notifying Settlement Class Members of the Settlement, obtaining the Court's final approval of the Settlement, and processing the Individual Settlement Payments and PAGA Penalties Payments.

3.6.1 Preliminary Approval and Certification. Plaintiff will submit this Stipulation to the Court for its preliminary approval, without objection from Defendant. Such submission will include this Agreement, the proposed Notice Packet, attached hereto as Attachments 1-3, and any motions, memoranda and evidence as may be necessary for the Court to determine that this Agreement is fair, adequate, and reasonable. The Parties agree to request the Court to enter an order approving the certification of a provisional Settlement Class after the preliminary approval hearing in accordance with California Rules of Court, Rule 3.769(c).

3.6.2 Class Information. No more than fourteen (14) calendar days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing Notice Packets to Settlement Class Members.

3.6.3 Efforts to Locate Settlement Class Members. The Parties agree that locating and contacting Settlement Class Members who are former employees of Defendant is an important and material aspect of the Settlement. To further the Parties' efforts to locate Settlement Class Members,

1 the Parties agree that, upon receipt of the Class Information, the Settlement Administrator will utilize
2 the best practicable means available for purposes of verifying and/or updating the current address and
3 telephone numbers for all formerly employed Settlement Class Members. The address(es) identified by
4 the Settlement Administrator as the current mailing address shall be presumed to be the best mailing
5 address for each Settlement Class Member. The cost of diligently attempting to find the best contact
6 information of the Settlement Class Members shall be included in the Settlement Administration Costs
7 and Defendant shall not, under any circumstances, be required to pay any additional funds for the
8 investigatory duties to be performed by the Settlement Administrator.

9 3.6.4 Notice By First Class U.S. Mail. No more than ten (10) calendar days after
10 receiving the Class Information from Defendant as provided herein, the Settlement Administrator shall
11 mail copies of the Notice Packet to all Settlement Class Members by regular First-Class U.S. Mail. It
12 will be conclusively presumed that, if an envelope so mailed has not been returned by the Response
13 Deadline, the Settlement Class Member received the Notice Package.

14 3.6.5 Undeliverable Notices. Any Notice Packets returned to the Settlement
15 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding
16 address affixed thereto, if any. If no forwarding address is provided, the Settlement Administrator shall
17 make any further reasonable efforts to obtain an updated mailing address within five (5) business days
18 of the date of the return of the Notice Packet. If an updated mailing address is identified, the Settlement
19 Administrator shall resend the Notice Packet to the Settlement Class Member. Settlement Class
20 Members to whom Notice Packets are resent after having been returned undeliverable to the Settlement
21 Administrator shall have fourteen (14) calendar days thereafter or until the Response Deadline has
22 expired, whichever is later, to mail, fax, or email the Request for Exclusion, or serve a Notice of
23 Objection. Notice Packets that are resent shall inform the recipient of this adjusted deadline. The date
24 of the postmark on the Request for Exclusion, either based on the date on the return envelope, the date
25 of the fax stamp, or the date of the email transmission, shall be the exclusive means used to determine
26 whether a Settlement Class Member has timely returned his/her Exclusion Form on or before the
27 adjusted deadline. Unless otherwise agreed by the Parties, a Request for Exclusion shall be deemed
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1 valid only if it is signed by the Settlement Class Member and postmarked or fax- or email-stamped on
2 or before the adjusted deadline. If a Settlement Class Member's Notice Packet is returned to the
3 Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not
4 be re-mailed.

5 3.6.6 Compliance with the procedures specified in paragraphs 3.6.3 through 3.6.5
6 herein shall constitute due and sufficient notice to Settlement Class Members of this Settlement and
7 shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties,
8 Class Counsel, and Defense Counsel to provide notice of the proposed settlement.

9 3.7 Claim Disputes. Settlement Class Members will have the opportunity, should they
10 disagree with the Compensable Workweeks , to challenge the number of Compensable Workweeks
11 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by
12 communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator
13 must encourage the challenging Class Member to submit supporting documentation.. In the absence of
14 any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks
15 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
16 Settlement Administrator's determination of each Class Member's allocation of Workweeks shall be
17 final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall
18 promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class
19 Counsel and the Settlement Administrator's determination of the challenges.

20
21 3.8 Exclusions (Opt-Outs) from Released Statutory Claims. The Notice Packet shall state
22 that Settlement Class Members who wish to exclude themselves from the Released Statutory Claims
23 must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must
24 contain the name, address, telephone number and the last four digits of the Social Security number of
25 the person requesting exclusion, (2) must be signed by the Settlement Class Member, and (3) must be
26 postmarked or fax- or email-stamped by the Response Deadline and returned to the Settlement
27 Administrator at the specified address, fax number or email address. If the Request for Exclusion does
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1 not contain the information listed in (1)-(2), it will not be deemed valid for exclusion from this
2 Settlement, except a Request for Exclusion form not containing a Settlement Class Member's telephone
3 number and/or last four digits of the Social Security number will be deemed valid. The date of the
4 postmark on the Request for Exclusion, either based on the date on the return mailing envelope, date of
5 the fax stamp, or date of email transmission, shall be the exclusive means used to determine whether a
6 Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be
7 excluded from the Settlement Class will not be entitled to any recovery under the Settlement, except for
8 the PAGA Penalties Payment, and will not be bound by the terms of the Settlement, except for the
9 Released PAGA Claims, or have any right to object, appeal or comment thereon. Settlement Class
10 Members who receive a Notice Packet but fail to submit a valid and timely Request for Exclusion on or
11 before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment
12 entered in this Lawsuit if the Settlement is approved by the Court. No later than fifteen (15) calendar
13 days after the Response Deadline, the Settlement Administrator shall provide counsel for Defendant
14 with a complete list of all members of the Settlement Class who have timely submitted Requests for
15 Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
16 members of the Settlement Class to submit Requests for Exclusion from the Settlement. Any Settlement
17 Class Member who submits a valid and timely Request for Exclusion shall forfeit his/her right to receive
18 an Individual Settlement Payment under this Agreement, the amount of which will be returned to the
19 Gross Settlement Amount to be thereafter re-distributed in accordance with the terms of this Agreement.

20 3.9 Objections. The Notice Packet shall state that Settlement Class Members who wish to
21 object to the Settlement must submit a signed, written statement of objection ("Notice of Objection") by
22 the Response Deadline to the Settlement Administrator. Settlement Class Members may, but are not
23 required, to use the Objection Form provided as **Attachment 3** in the Notice Packet. The postmarked
24 date of the mailing or fax or email stamp shall be the exclusive means for determining that a Notice of
25 Objection was served timely. The Notice of Objection must be signed by the Settlement Class Member
26 and state: (1) the full name of the Settlement Class Member; (2) current address of the Settlement Class
27 Member; and (3) the basis for the objection. However, in the discretion of the Court, any Class Member,
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1 or person purporting to object on behalf of any Class Member, may be received or considered by the
2 Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or
3 delivered to the Parties. At no time shall any of the Parties or their counsel seek to solicit or otherwise
4 encourage Settlement Class Members to file or serve written objections to the Settlement, or to opt out
5 of the Settlement, or to appeal from the Order and Final Judgment. Class Counsel shall not represent
6 any Settlement Class Members with respect to any such objections.

7 3.10 No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their
8 best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel
9 seek to solicit or otherwise encourage Settlement Class Members to submit or file objections to the
10 Settlement, Requests for Exclusion from the Settlement, or an appeal from the Court's Final Judgment.

11 3.11 Uncashed Checks. The entirety of the Net Settlement Amount will be paid to
12 Participating Class Members. There is no residual or reversion. This settlement does not contemplate
13 a claims process. As such, all monetary amounts will be claimed and distributed to Participating Class
14 Members. If a Participating Class Member fails to cash his or her Individual Settlement Payment and/or
15 PAGA Penalties Payment check within One Hundred and Eighty (180) days after the date it is mailed
16 to him or her, those checks will be voided. The funds from those voided checks shall be transmitted by
17 the Settlement Administrator to the California State Controller Office Unclaimed Property Fund bearing
18 the identifying information and corresponding settlement payment amounts for the Class Members who
19 failed to cash their checks so that they might later be able to claim these settlement proceeds, pursuant
20 to California Code of Civil Procedure section 384. However, if the Court determines that a different cy
21 pres is required, the Parties agree to not submit such monies to the State Unclaimed Property Fund and
22 instead shall submit the funds to Bet Tzedek, located at 3250 Wilshire Blvd., 13th Floor, Los Angeles,
23 CA 90010.

24 3.12 Funding and Allocation of Settlement. Defendant is required to pay the Gross Settlement
25 Amount of Seven Hundred and Fifty Thousand Dollars (\$750,000) within fifteen (15) business days
26 following the Effective Date of the Settlement. Defendant shall provide the funds for the Settlement to
27 the Settlement Administrator by certified check or by wire transfer. The Settlement Administrator shall
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1 deposit the funds in the Settlement Account.

2 3.12.1 No more than five (5) business days after the Settlement is fully funded, the
3 Settlement Administrator will provide Defendant with an accounting of all anticipated payments and
4 awards from the Settlement Account. Payments from the Settlement Account shall be made for: (1) the
5 Individual Settlement Payments to Participating Class Members; (2) the PAGA Penalties Payments to
6 Class Members (3) the Class Representative Service Award, as specified in this Agreement and
7 approved by the Court; (3) Class Counsel Award and Costs, as specified in this Agreement and approved
8 by the Court; (4) the Settlement Administration Costs, as specified in this Agreement and approved by
9 the Court; (5) and the LWDA PAGA Allocation, as specified in this Agreement and approved by the
10 Court.

11 3.13 Individual Settlement Payments. Individual Settlement Payments shall be paid pursuant
12 to the formula set forth in Paragraph 3.13.1 herein. Individual Settlement Payments shall be mailed by
13 regular First-Class U.S. Mail to Participating Class Members' last known mailing address within ten
14 (10) business days after the funding of the Settlement is completed. Individual Settlement Payments
15 reflect settlement of a dispute regarding wages and interest/penalties. Individual Settlement Payments
16 will be made as follows: twenty (20) percent as wages (a W-2 will be issued), and eighty (80) percent
17 as interest and penalties (a 1099 will be issued). The "wage" portion of each Individual Settlement
18 Payment will be reduced by any legally mandated deductions for payroll taxes or other required
19 employee-side withholdings. However, should the Court determine that a higher allocation to wages be
20 required from the Gross Settlement Amount, this reallocation shall not be a valid basis for Defendant to
21 rescind the Settlement, which shall remain legally binding and enforceable on the Parties. Defendant
22 shall be responsible for funding any employer-related payroll taxes, which the Settlement Administrator
23 will transmit to the appropriate governmental agencies. The Settlement Administrator shall issue the
24 appropriate tax documents associated with the Individual Settlement Payments, including an IRS Form
25 W-2 for the amounts allocated as "wages" and an IRS Form 1099 for the amounts allocated as
26 "interest/penalties."

27 3.13.1 Calculation of Individual Settlement Payments. The Individual Settlement
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Payments payable to each Participating Class Member shall be determined as follows:

3.13.1.1 “Total Compensable Workweeks” is the sum of all workweeks that Participating Class Members worked for Defendant during the Class Period.

3.13.1.2 The dollars per compensable workweek (“Class Workweek Value”) will be calculated by dividing the Net Settlement Amount by the Total Compensable Workweeks. The Class Workweek Value will be multiplied by each Participating Class Member’s number of Compensable Workweeks worked as a member of the Class during the Class Period to determine the distribution, prior to legal deductions, for that Participating Class Member.

3.13.1.3 Individual Settlement Payments for Participating Class Members will be reduced by any required legal deductions for each Settlement Class Member.

3.14 PAGA Penalties Payments. PAGA Penalties Payments shall be paid pursuant to the formula set forth in Paragraph 3.14.1 herein. PAGA Penalties Payments shall be mailed by regular First-Class U.S. Mail to PAGA Aggrieved Employees’ last known mailing address within ten (10) business days after the funding of the Settlement is completed. The PAGA Penalties Payments are considered to be penalties and will be paid out without reduction for any taxes or other withholdings, and will be reported on an IRS Form 1099 (if required). The Settlement Administrator shall issue the appropriate tax documents associated with the PAGA Penalties Payments.

3.14.1 Calculation of PAGA Penalties Payments. The PAGA Penalties Payments payable to each Aggrieved Employee shall be determined as follows:

Compensable Pay Periods will be the sum of all pay periods in which Aggrieved Employees worked at Defendant during the PAGA Period. The dollars per Compensable Pay Period (“Pay Period Value”) will be calculated by dividing the PAGA Settlement Amount by the total Compensable Pay Periods. The Pay Period Value will be multiplied by the number of Compensable Pay Periods worked by each Aggrieved Employee during the PAGA Period to determine the distribution for that Aggrieved Employee.

1 3.15 Except for the Class Representative, Settlement Class Members are not eligible to receive
2 any compensation other than an Individual Settlement Payment and PAGA Penalties Payment. Any
3 checks issued to Settlement Class Members shall remain valid and negotiable for one hundred eighty
4 (180) days from the date of their issuance. After that time, the total amount of any individual unclaimed
5 checks shall be distributed pursuant to section 3.11. No benefit, including but not limited to 401(k),
6 shall increase or accrue as a result of any payment made as a result of this settlement.

7 3.16 Class Representative Service Award. Class Counsel presently intends to seek a Class
8 Representative Service Award for Plaintiff in an amount not to exceed Ten Thousand Dollars
9 (\$10,000.00), or such lesser amount as may be approved by the Court, for service and assistance to the
10 Class. Any amount of the requested Class Representative Service Award that is not awarded by the
11 Court shall be included in the Net Settlement Amount. The Class Representative Service Award is
12 intended as consideration for the general release of all Released Statutory Claims and Released PAGA
13 Claims, and for the time, effort, risk, and burden of bringing and prosecuting this matter. The Class
14 Representative Service Award shall be paid to Plaintiff from the Gross Settlement Amount no later than
15 ten (10) business days after funding of the Settlement is completed. The Settlement Administrator shall
16 issue an IRS Form 1099-MISC to Plaintiff for his Class Representative Service Award. The Class
17 Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment and
18 PAGA Penalties Payment. In the event that the Court awards less than the requested amount of the
19 Class Representative Service Award, then any portion of the requested amount not awarded to any
20 Plaintiff shall be included in the Net Settlement Amount before it is distributed as provided in this
21 Agreement. In the event the Court reduces or does not approve the requested Class Representative
22 Service Award, Plaintiff shall not have the right to revoke his agreement to the Settlement, which shall
23 remain legally binding and enforceable on the Parties.

24 3.17 Class Counsel Award and Costs. Class Counsel presently intends to seek an award for
25 attorneys' fees not to exceed one third (1/3) of the Gross Settlement Amount or Two Hundred Fifty
26 Thousand Dollars (\$250,000.00), and Class Counsel Costs not to exceed Forty Thousand Dollars
27 (\$40,000.00), as supported by declarations from Class Counsel, from the Gross Settlement Amount.
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1 Class Counsel shall be paid any Court-approved fees and costs no later than ten (10) business days after
2 the Settlement is fully funded. Class Counsel shall be solely and legally responsible to pay all applicable
3 taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS
4 Form 1099-MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement
5 is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and
6 costs. In the event the Court reduces or does not approve the requested Class Counsel Award and/or
7 Class Counsel Costs, the Settlement shall remain legally binding and enforceable on the Parties. Any
8 amount requested by Class Counsel for the Class Counsel Award and Class Counsel Costs and not
9 granted by the Court shall be included in the Net Settlement Amount before it is distributed as provided
10 in this Agreement.

11 3.18 LWDA PAGA Allocation. Subject to Court approval, the Parties shall allocate a total of
12 Ten Thousand Dollars (\$10,000.00) for the PAGA claims from the Gross Settlement Amount, with
13 \$7,500.00 representing seventy-five (75) percent of this PAGA Allocation for payment to the California
14 LWDA for the compromise of claims brought under the Private Attorneys General Act of 2004, Cal.
15 Lab. Code § 2698 *et seq.* The Parties agree that the LWDA PAGA Allocation shall be paid to the State
16 of California's Labor and Workforce Development Agency from the Gross Settlement Amount by the
17 Settlement Administrator no later than ten (10) business days after the Settlement is fully funded. It is
18 intended by the Parties that the LWDA PAGA Allocation shall satisfy the distribution requirements of
19 Cal. Lab. Code § 2698 *et seq.* If the Court awards a lesser amount for the PAGA Allocation, then the
20 LWDA PAGA Allocation shall be adjusted to seventy-five (75) percent of the Court-approved amount
21 and any remaining portion shall be distributed to Settlement Class Members as provided in this
22 Agreement.

23 3.19 Settlement Administration Costs. The Settlement Administrator shall be paid for the
24 costs of administration of the Settlement from the Gross Settlement Amount. Such costs of
25 administration are not to exceed twenty thousand dollars (\$20,000.00). No fewer than thirty (30) days
26 prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a
27 statement detailing the costs of administration and declaration of due diligence and proof of mailing.
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1 The Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to make
2 payments, credits and disbursements, including payments and credits in the manner set forth herein, to
3 Settlement Class Members calculated in accordance with the methodology set out in this Agreement and
4 orders of the Court. The Parties agree to cooperate in the Settlement Administration process and to
5 make all reasonable efforts to control and minimize the cost and expenses incurred in administration of
6 the Settlement. The Parties each represent they do not have any financial interest in the Settlement
7 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
8 conflict of interest. The Settlement Administrator shall be responsible for: processing and mailing
9 payments to the Plaintiff, Class Counsel, Settlement Class Members, and the LWDA; printing and
10 mailing the Notice Packets to the Settlement Class Members as directed by the Court; receiving and
11 reporting the Requests for Exclusion submitted by Settlement Class Members; providing declaration(s)
12 as necessary in support of preliminary and/or final approval of this Settlement; payment of all applicable
13 employer payroll taxes and reporting of such payments; and other tasks as the Parties mutually agree or
14 the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the
15 Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally
16 mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this
17 Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in connection
18 with such preparation shall be a cost of administration of the Settlement. The Settlement Administrator
19 shall be paid the Settlement Administration Costs no later than fifty (50) calendar days after the
20 Settlement is fully funded.

21 3.20 Final Approval Hearing. At a reasonable time following the Response Deadline, the
22 Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the Court shall
23 determine amounts properly payable for: (i) the Class Counsel Award and Costs; (ii) the Class
24 Representative Service Award; (iii) Individual Settlement Payment; (iv) the PAGA Penalties Payments;
25 (v) the LWDA PAGA Allocation; and (vi) the Settlement Administration Costs.

26 3.21 Entry of Final Judgment. If the Court approves this Settlement at the Final Approval
27 Hearing, the Parties shall request that the Court enter the Final Judgment after the Settlement has been
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1 fully funded, with the Court retaining jurisdiction over the Parties to enforce the terms of the judgment.
2 No later than one hundred and twenty (120) days after the Effective Date, the Settlement Administrator
3 shall provide proof of payment of settlement awards, service award, attorneys' fees and costs (if
4 Settlement is Effective).

5 3.22 Nullification of Settlement Agreement. With the exception of any modification or
6 reduction to the Class Counsel Award and Costs, Class Representative Service Award, Settlement
7 Administrator fees, or PAGA Allocation, in the event: (i) the Court does not enter the Preliminary
8 Approval Order as specified herein; (ii) the Court does not grant final approval of the Settlement as
9 provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement
10 does not become final for any other reason, this Settlement Agreement shall be null and void and any
11 order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from
12 the beginning. In such a case, the Parties and any monetary amounts to be awarded under this Settlement
13 shall be returned to their respective statuses as of the date and time immediately prior to the date of the
14 mediation, and the Parties shall proceed in all respects as if this Agreement had not been executed,
15 except that any fees already incurred by the Settlement Administrator shall be paid by Defendant. In
16 the event an appeal is filed from the Court's Final Judgment, or any other appellate review in this action
17 is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other
18 appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the
19 filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the
20 Settlement Administrator by Defendant within thirty (30) days of said notification.

21 3.23 No Admission By the Parties. Defendant denies any and all claims alleged in this
22 Lawsuit and denies all wrongdoing whatsoever. This Agreement is not a concession or admission and
23 shall not be used against Defendant as an admission or indication with respect to any claim of any fault,
24 concession, or omission by Defendant.

25 3.24 Exhibits/Attachments and Headings. The terms of this Agreement include the terms set
26 forth in any attached Exhibits/Attachments, which are incorporated by this reference as though fully set
27 forth herein. Any Exhibits/Attachments to this Agreement are an integral part of the Settlement. The
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1 descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of
2 reference only and do not constitute a part of this Agreement.

3 3.25 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Lawsuit,
4 subject to necessary compliance with the Court's orders, except such proceedings necessary to
5 implement and complete the Settlement, in abeyance pending the Final Approval Hearing to be
6 conducted by the Court.

7 3.26 Amendment or Modification. This Agreement may be amended or modified only by a
8 written instrument signed by counsel for all Parties or their successors-in-interest.

9 3.27 Entire Agreement. This Agreement and any attached Attachments constitute the entire
10 Agreement among these Parties, and no oral or written representations, warranties or inducements have
11 been made to any Party concerning this Agreement or its Attachments other than the representations,
12 warranties, and covenants contained and memorialized in the Agreement and its Attachments.

13 3.28 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
15 and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this
16 Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms
17 of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts
18 to effect the implementation of the Settlement. In the event the Parties are unable to reach an agreement
19 on the form or content of any document needed to implement the Settlement, or on any supplemental
20 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek
21 the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf
22 of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of
23 Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has
24 not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

25 3.29 Binding Nature of Agreement. This Agreement shall be binding upon, and inure to the
26 benefit of, the successors, heirs, assigns and third-party beneficiaries of the Parties hereto, as previously
27 defined. To the extent permitted by law, the Settlement Class Members who do not opt-out of this
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Settlement shall also be bound by this Agreement and any Judgment relating thereto.

3.30 California Law Governs. All terms of this Agreement and the Attachments hereto shall be governed by and interpreted according to the laws of the State of California.

3.31 This Settlement is Fair, Adequate, and Reasonable. The Parties believe and stipulate that this Settlement is a fair, adequate and reasonable settlement of this Lawsuit and have arrived at this Settlement after extensive, arms-length, non-collusive negotiations, taking into account all relevant factors, present and potential.

3.32 Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith, pursuant to Code of Civil Procedure section 664.6 and any other applicable rule or statute.

3.33 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

3.34 Waiver of Certain Appeals. Provided the Final Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Award and Costs set forth in this Settlement, the Parties, Class Counsel, Defense Counsel, all Participating Class Members, and all PAGA Members waive all rights to appeal from the Final Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Final Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Judgment becomes final.

3.35 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If

the reviewing court vacates, reverses, or modifies the Final Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval and entry of Final Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives Service Payments or any payments to Class Counsel shall not constitute a material modification of the Final Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

3.36 Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may be reasonably necessary to timely fulfill the terms and approval by the Court of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

3.37 Notices. Unless otherwise specifically provided, all notices, demands, or other communications in connection with this Stipulation shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff: SULLIVAN EMPLOYMENT LAW, P.C. Martin E. Sullivan, Esq. 145 S. Spring Street, Suite 850 Los Angeles, CA 90012	To Defendant: FISHER & PHILLIPS LLP Todd B. Scherwin Brendan Y. Joy Taylor R. Lee 444 South Flower Street, Suite 1500 Los Angeles, California 90071
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3.38 Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the Released Statutory Claims and Released PAGA

1 Claims and such shall have the same force and effect as if each Settlement Class Member executed this
2 Stipulation.

3 3.39 Execution by Plaintiff. Plaintiff, by signing this Stipulation, is bound by the terms herein
4 and further agrees not to request to be excluded from the Settlement and not to object to any terms of
5 this Stipulation. Any such request for exclusion or objection shall therefore be void and of no force or
6 effect.

7 3.40 The Parties hereto agree that the terms and conditions of this Stipulation of Settlement
8 are the result of lengthy, intensive, arms-length, non-collusive negotiations and a neutrally-facilitated
9 mediation between the Parties, and that this Stipulation shall not be construed in favor of or against any
10 of the Parties by reason of their participation in the drafting of this Stipulation.

11 3.41 No "Fund" Under CCP Section 384. The parties agree that this settlement does not create
12 or constitute a fund for purposes of California Code of Civil Procedure section 384.

13 3.42 Counterparts. This Stipulation shall become effective upon its execution by all of the
14 undersigned. Plaintiff, Class Counsel, Defendant, and Defense Counsel may execute this Stipulation in
15 counterparts, and execution of counterparts shall have the same force and effect as if each had signed
16 the same instrument. Copies of the executed agreement, including scans or PDF versions, shall be
17 effective for all purposes as though the signatures contained therein were original signatures.

18 3.43. Publicity. Class Counsel and Class Representative agree to discuss the terms of this
19 Settlement only in declarations submitted to the Court to establish Class Counsel's adequacy to serve as
20 Class Counsel, in declarations submitted to the Court in support of the Motion for Preliminary Approval,
21 the Motion for Final Approval, for Class Counsel Award, Class Counsel Costs, and any other pleading
22 filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the
23 context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel
24 and Class Representative agree that they shall not publish any press releases or press statements
25 regarding the Settlement, identify Defendant or Defense Counsel by name in any media including Class
26 Counsel's website, or have any communications with the press or media about the Lawsuit or the
27 Settlement. Class Representative, in response to inquiries, will state that that "the Action was resolved."
28

This provision will not impede Class Counsel's ability to discharge fiduciary duties, including effectuating the terms of this Settlement.

3.44 Confidentiality Prior to Preliminary Approval. Class Representative, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

STIPULATED, AGREED, AND ACCEPTED.

DEFENDANT SINGER 67, LLC (erroneously sued as Singer 67, LLC dba Singer Vehicle Design)

Print Name: Karin Curtis Date: 9/11/2024

Title: General Counsel

Signature: Karin Curtis

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PLAINTIFF MARIO GUTIERREZ

Print Name: Mario Gutierrez Date: 9/17/2024

Signature: Mario Gutierrez

Approved as to Form by Counsel:

FISHER & PHILLIPS LLP
Counsel for Defendant

Print Name: Brendan Y. Joy

Date: September 12, 2024

Signature: 

SULLIVAN EMPLOYMENT LAW, P.C.
Counsel for Plaintiff

Print Name: Martin Sullivan

Date: 9/16/2024

Signature: Martin Sullivan

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ATTACHMENT 1

1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

2 **SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES**

3 **MARIO GUTIERREZ V. SINGER 67, LLC**

4 **CASE NO. 22STCV20996**

5 *A court authorized this notice. This is not a solicitation from a lawyer.*

6 **ATTENTION: IF YOU WORKED FOR DEFENDANT AS A NON-EXEMPT,**
7 **HOURLY EMPLOYEE IN CALIFORNIA DURING THE PERIOD FROM**
8 **JUNE 28, 2018, TO FEBRUARY 12, 2024 (“CLASS” AND “CLASS**
9 **MEMBER”), YOU ARE ENTITLED TO A SHARE OF A PROPOSED**
10 **CLASS ACTION SETTLEMENT.**

11 *Defendant Singer 67, LLC’s records show that you worked as a non-exempt*
12 *hourly employee for <<workweeks>> workweeks in California from June 28,*
13 *2018, to February 12, 2024. Based on these records, your Class settlement*
14 *payment is <<estimate amount>>.*

15 *and/or*

16 *Defendant Singer 67, LLC’s records show that you worked as a non-exempt,*
17 *hourly employee for <<pay periods>> pay periods in California from June 28,*
18 *2021, to February 12, 2024. Based on these records, your estimated PAGA*
19 *settlement payment is <<estimate amount>>.*

20 *Therefore, [added together] your total estimated settlement payment is <<estimate*
21 *amount>>.*

22 **TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE**
23 **CAREFULLY.**

- 24
- 25 • A proposed class action settlement (the “Settlement”) has been reached between plaintiff Mario Gutierrez (“Plaintiff”) on behalf of himself, as a representative of the State of California and the below-defined Settlement Class, and Defendant Singer 67, LLC (erroneously sued as Singer 67, LLC dba Singer Vehicle Design) (“Defendant”).
 - 26 • The Settlement resolves a class action and representative lawsuit about alleged claims that Defendant failed to pay at least minimum wage for all hours worked, failed to pay all overtime wages at the correct rate, failed to provide rest periods and pay rest period premiums, failed to provide meal periods and pay meal period premiums, failed to maintain accurate employment records, failed to timely pay wages during employment, failed to pay wages timely at separation, failed to reimburse all necessary business expenditures, failed to furnish accurate itemized wage statements, failure to pay accrued and unused vacation days, and violated California’s Business and Professions Code and is liable for paying civil penalties under the California Private Attorney General Act (“PAGA”). Defendant denies all liability, maintain that they have fully complied with all applicable wage and hour laws, and that civil penalties under PAGA are not warranted. Defendant has entered into the Settlement solely for purposes of resolving this dispute.
 - 27 • The Settlement provides for settlement payments based on the workweeks you worked as
- 28

(ii) [a non-exempt, hourly employee at Defendant in California during the Class period beginning on June 28, 2018, and ending on February 12, 2024];

and/or

(iv) [the Pay Periods you worked as a non-exempt, hourly employee of Defendant in California during the PAGA period beginning on June 28, 2021, and ending on February 12, 2024.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

DO NOTHING

You will automatically receive a settlement payment in exchange for which you will give up your rights to be part of any other lawsuit against Defendant involving the same or similar legal claims as the Released Statutory Claims and the Released PAGA Claims (defined below). You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

EXCLUDE YOURSELF FROM THE RELEASED STATUTORY CLAIMS

The only way for you to be part of any other lawsuit against Defendant involving the same or similar Released Statutory Claims is to submit a valid Request for Exclusion to the Settlement Administrator postmarked no later than **[+50 days from date of mailing]**. The Request for Exclusion does not and will not exclude you from the portion of the Settlement related to the Released PAGA Claims.

Thus, if you submit a Request for Exclusion: (i) you will keep your ability to assert Released Statutory Claims; (ii) you will not receive a settlement payment for the Released Statutory Claims; but (iii) you will receive a PAGA Settlement Payment (defined below) for the Released PAGA Claims.

OBJECT

If you wish to object to the Settlement of the Released Statutory Claims, you must submit a written objection, and any supporting papers, to the Settlement Administrator that is postmarked no later than **[+50 days from date of mailing]**. However, in the discretion of the Court, any Class Member, or person purporting to object on behalf of any Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the Parties.

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Settlement payments will be issued only if the Court grants final approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you are, or have been, contracted to work for and/or employed by it in California and performed work as a non-exempt, hourly employee between June 28, 2018, and February 12, 2024. This notice explains the Action, the Settlement, and your legal rights.

The lawsuit is known as *Mario Gutierrez v. Singer 67, LLC* (erroneously sued as Singer 67, LLC dba Singer Vehicle Design) and is pending in the Superior Court of California for the County of Los Angeles, Case No. 22STCV20996 (the "Action"). Mario Gutierrez is called the Plaintiff, and the entity he sued, Defendant Singer 67, LLC (erroneously sued as Singer 67, LLC dba Singer Vehicle Design) is called the Defendant.

2. What is the Action about?

The Action generally involves claims under California's wage and hour laws. Plaintiff alleges that he worked at

Defendant and alleges that Defendant failed to pay at least minimum wage for all hours worked, failed to pay all overtime wages at the correct rate, failed to provide rest periods and pay rest period premiums, failed to provide meal periods and pay meal period premiums, failed to maintain accurate employment records, failed to timely pay wages during employment, failed to pay wages timely at separation, failed to reimburse all necessary business expenditures, failed to furnish accurate itemized wage statements, failure to pay accrued and unused vacation days, and violated California's Business and Professions Code and is liable for paying civil penalties under the California Private Attorney General Act ("PAGA"). As a result, Plaintiff alleges he and the members of the Settlement Class (defined in section 4, below) are entitled to recover unpaid wages, interest, damages, statutory penalties, and PAGA civil penalties, as well as fees and costs. Defendant denies that it engaged in any wrongful conduct or that it violated the law in any way and believe that Plaintiff and the Settlement Class were properly and lawfully compensated and treated with respect to the claims alleged. However, both Plaintiff and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class (defined in section 4, below).

3. Why is this lawsuit a class and representative action?

In a class action, someone sues on behalf of others who have similar alleged claims. The person who sues is called the "Plaintiff" (in this case the Plaintiff is Mario Gutierrez). All of the people the Plaintiff represents are a "class" or "class members." Similarly, in a representative PAGA action, the "Plaintiff" sues on behalf of the State of California to recover PAGA civil penalties for alleged California Labor Code violations experienced by himself and others. The settlement of PAGA civil penalties was submitted to the State of California on [insert date].

The Court's final approval of the Settlement resolves: (i) the Released Statutory Claims (defined below) for all class members, except for those who exclude themselves from the class; and (ii) the Released PAGA Claims (defined below). On [insert date], the Honorable David S. Cunningham III issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

"Settlement Class Members" or "Settlement Class" includes, as applicable: all individuals who worked for Defendant as a non-exempt, hourly employee in California during the Class period beginning on June 28, 2018, to February 12, 2024.

"Participating Class Members" includes all Settlement Class Members who do not submit a timely and valid Request for Exclusion (see Question 10 below).

5. Why is there a settlement?

After conducting a substantial investigation, including review of policies and payroll data, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of the claims asserted in the Action and deny that it has violated any laws. Plaintiff and his lawyers think the Settlement is in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$750,000.00. Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed \$250,000.00, one third (1/3) of the Gross Settlement Amount), attorneys' actual costs (not to exceed \$40,000.00), a Class Representative Service Award to Plaintiff for his services as a Plaintiff and class representative (not to exceed \$10,000.00), payment of \$10,000.00 for PAGA civil penalties (the "PAGA Allocation"), and the fees and expenses of the Settlement Administrator, estimated not to exceed \$20,000.00, which will result in a net amount payable by Defendant for distribution to Participating Class Members (the "Net Settlement Amount").

Your settlement award may have one or two parts, depending on the dates of your employment and positions held (an Individual Settlement Payment and a PAGA Penalties Payment), as follows:

Your Individual Settlement Payment

The Net Settlement Amount will be distributed to Participating Class Members, as follows: the dollars per Compensable Workweek (“Class Workweek Value”) will be calculated by dividing the Net Settlement Amount by the total Compensable Workweeks. If you are a member of the Class, the Class Workweek Value will be multiplied by the number of Compensable Workweeks that you worked as a member of the Class from June 28, 2018, to February 12, 2024 to determine your Individual Settlement Payment. Your Individual Settlement Payment will be reduced by any required legal and/or payroll-related deductions.

If you are a member of the Class, your Individual Settlement Payment will include a payment based on the above calculation.

The parties recognize that your Individual Settlement Payment is for wages, interest, and penalties. The parties agree that twenty percent (20%) of your Individual Settlement Payment shall be reported as wages on IRS Form W-2 and its state and local equivalents, eighty (80%) shall be reported as interest and penalties on IRS Form 1099 and its state and local equivalents.

Your PAGA Penalties Payment

If you worked as a non-exempt employee or independent contractor for Defendant from June 28, 2021, to February 12, 2024, you are a PAGA Aggrieved Employee and eligible to receive a share of the PAGA penalties recovered in this Settlement.

The PAGA Allocation is \$10,000.00. Seventy-five percent (75%) of the PAGA Allocation (\$7,500.00) will be distributed to the State of California and the Labor and Workforce Development Agency pursuant to California Labor Code section 2698, *et seq.* The remaining twenty-five percent (25%) of the PAGA Allocation (\$2,500.00) will be distributed to PAGA Aggrieved Employees as follows: “Compensable Pay Periods” will be the sum of all pay periods PAGA Aggrieved Employees worked at Defendant between June 28, 2021, and February 12, 2024. The dollars per Compensable Pay Period (“Pay Period Value”) will be calculated by dividing twenty-five percent (25%) of the PAGA Allocation by the total Compensable Pay Periods. The Pay Period Value will be multiplied by the number of Compensable Pay Periods you worked as a member of the PAGA Aggrieved Employees between June 28, 2021, and February 12, 2024 to determine your PAGA Penalties Payment. Your PAGA Penalties Payment will be paid out without reduction for any taxes or other withholdings.

No benefit, including but not limited to your 401(k), shall increase or accrue as a result of your Individual Settlement Payment or your PAGA Penalties Payment made as a result of this settlement.

To the extent you dispute any aspect of your Individual Settlement Payment or PAGA Penalties Payment, you must produce supporting evidence to the Settlement Administrator. Defendant’s records will be presumed determinative, although the Court will retain the authority to adjudicate any unresolved disputes.

Once the Settlement becomes Final (defined below), the service payment to the Class Representative, the payment to Class Counsel for their awarded attorneys’ fees and expenses, the Individual Settlement Payments, and PAGA Penalties Payments will be made approximately ten (10) business days following the date that the settlement becomes final (“Final”). Final shall mean the latest of the following dates, as applicable: (i) the date the Court of Appeal or the California Supreme Court has rendered a final ruling affirming the trial court’s final approval of the settlement without material modification; or (ii) the date that the deadline for seeking appellate review of the trial court’s final approval of the settlement has passed without the filing of a timely appeal or timely request for review. This will be several months from now, so please be patient.

7. What is being given up for the Individual Settlement Payment and PAGA Penalties Payment?

In exchange for the consideration provided, Plaintiff and each Participating Class Member will release Defendant Singer 67, LLC, and all of their former and present employees, shareholders, officers, directors, managers, agents, attorneys, insurance carriers, parents, subsidiaries, divisions, partnerships, or affiliated organizations, entities, partnerships, or corporations whether previously or hereafter affiliated in any manner, and the respective predecessors, successors and assigns (collectively, the “Released Parties”) from the Released Statutory Claims. Released Statutory Claims means those claims which are pled or could have been pled in the operative complaint

based on the factual allegations in the operative complaint, which arose during the Class Period, including, but not limited to, claims for: (1) Failure to Pay All Minimum Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums; (4) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums; (5) Failure to Maintain Accurate Employment Records; (6) Failure to Pay Wages Timely During Employment; (7) Failure to Pay All Wages Earned and Unpaid at Separation; (8) Failure to Reimburse for Necessary Business Expenditures; (9) Failure to Furnish Accurate Itemized Wage Statements; (10) Failure to Pay Accrued Unused Vacation Days; (11) Violations of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210), and (12) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing. These Released Statutory Claims are identified under California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 1102.5, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2084, and IWC Wage Order No. 4-2001, 7-2001, and UCL violations pursuant to Cal. Bus. & Prof. Code §17200 et seq.

Also, in exchange for the consideration provided, the State of California, Plaintiff and the PAGA Aggrieved Employees will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims means all claims for penalties, fees, and costs Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 1102.5, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2084, that arose between June 28, 2021, and February 12, 2024.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get an Individual Settlement Payment and PAGA Penalties Payment?

You will automatically be sent an Individual Settlement Payment in exchange for which you will give up your rights to be part of any other lawsuit against Defendant involving the same or similar legal claims as the ones in this case. It will be mailed to the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator, or mail a timely Request for Exclusion).

You will automatically be sent a PAGA Penalties Payment. It will be mailed to the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

9. When will I get my payment(s)?

Payment(s) will be mailed after the Court grants “final approval” of the Settlement. If the Court approves the settlement after a hearing on **[insert date]** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will only have one hundred and eighty (180) days from the date that the check(s) is issued to cash it. If you do not cash your check(s) within one hundred and eighty (180) days of the date of its issuance, your settlement check(s) shall be voided.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement of the Released Statutory Claims?

If you do not wish to participate in the Settlement of the Released Statutory Claims (that is, if you want to “opt out”), you must complete and send a timely Request for Exclusion form. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, faxed or emailed, postmarked, or otherwise time stamped no later than **[+50 days from date of mailing]** to:

INSERT CLAIMS ADMIN INFO

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

The Request for Exclusion does not and will not exclude you from the Settlement of the Released PAGA Claims.

11. If I don’t exclude myself from the Settlement of the Released Statutory Claims, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Statutory Claims in this lawsuit.

12. Why can't I exclude myself from the Released PAGA Claims?

A PAGA representative action is brought on behalf of the State of California by an employee that has been given permission by the State of California to litigate on its behalf. Any settlement of a PAGA representative action, once approved, is binding on the State and forecloses future lawsuits by the State (or other employees acting on its behalf) that seek PAGA civil penalties for the settled alleged violations. Thus, because the claim for PAGA civil penalties belongs to the State and not individual employees, there is no mechanism for employees to exclude themselves from the Released PAGA Claims.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

SULLIVAN EMPLOYMENT LAW, P.C.
Martin E. Sullivan (SBN 274279)
martin@sullivanlawgrp.com
145 S. Spring Street, Suite 850
Los Angeles, CA 90012
Tel: (323) 645-5470

14. How will the costs of the lawsuit and the Settlement be paid?

Subject to court approval, Defendant agrees to pay up to \$250,000.00 in attorneys' fees and up to \$40,000.00 in costs to Class Counsel. The Court may award less than these amounts. If lesser amounts are awarded, the difference(s) will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

In addition, and subject to Court approval, Defendant also agrees to pay Plaintiff up to \$10,000.00 as a Class Representative Service Award for his participation in this lawsuit and for taking on the risk of litigation. Defendant also agrees to pay the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed \$20,000.00. The Court may award less than these amounts. If lesser amounts are awarded, the difference(s) will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

Any Settlement Class Member may object to the proposed Settlement of the Released Statutory Claims, or any portion thereof, **by mailing, faxing or emailing a written** objection to the Settlement Administrator at the following addresses no later than **[+50 days from date of mailing]** to:

Settlement Administrator
[insert info]

A written objection must be signed by the Settlement Class Member containing the objecting person's full name, current address, and including all objections and the reasons therefor, such as any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations). A Settlement Class Member who desires to object, but who fails to comply with the objection procedure set forth herein, shall be deemed not to have objected. If a Settlement Class Member wishes to appear at the Court's Final Approval Hearing (see Questions **18 and 19** below) and orally presents his or her objection to the Court, please include the objector's statement of intent to appear at the Court's Final Approval Hearing. **However, in the discretion of the Court, any Class Member, or person purporting to object on behalf of any Class Member, may be received or considered by the Court**

1 **at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the**
2 **Parties.** Any Settlement Class Member who files an objection remains eligible to receive his or her Individual
Settlement Payment from the Settlement, unless he or she also submits a timely and valid Request for Exclusion.

3 **16. What's the difference between objecting and asking to be excluded?**

4 Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself, is telling
5 the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the settlement, you
may not submit an objection (if you do, it will be invalid) or file an appeal from an order approving the settlement.

6 **THE COURT'S FINAL APPROVAL HEARING**

7 The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak,
but you don't have to.

8 **17. When and where will the Court decide whether to approve the Settlement?**

9 The Court will hold a Final Approval Hearing on **insert time/date** in Department 11 at the Superior Court of
10 California for the County of Los Angeles, located at the Spring Street Courthouse, 312 N Spring St, Los Angeles,
11 CA 90012. The hearing may be moved to a different date and/or time without additional notice. At this hearing,
the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court
will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will
decide whether to approve the Settlement. We do not know how long these decisions will take.

12 **18. Do I have to come to the hearing?**

13 No. Class Counsel will answer any questions the judge may have. You are welcome to come at your own expense.
14 If you send an objection, you don't have to come to Court. As long as you mailed your written objection on time,
the Court will consider it. You may also pay (at your own expense) another lawyer to attend, but it is not required.

15 **19. May I speak at the hearing?**

16 If a Settlement Class Member wishes to appear at the Final Approval Hearing and orally present his or her objection
to the Court, the objector's written statement should include the objector's statement of intent to appear at the Final
Approval Hearing. However, in the discretion of the Court, any Class Member, or person purporting to object on
17 behalf of any Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless
of whether a written notice of objection is filed or delivered to the Parties.

18 **IF YOU DO NOTHING**

19 **20. What happens if I do nothing at all?**

20 If you do nothing, you will automatically receive the payments as described above, and you will be bound by the
21 release of claims.

22 **GETTING MORE INFORMATION**

23 **21. How do I get more information?**

24 This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel or the
Settlement Administrator for more information.

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ATTACHMENT 2

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

MARIO GUTIERREZ V. SINGER 67, LLC

CASE NO. 22STCV20996

REQUEST FOR EXCLUSION

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT OF THE RELEASED STATUTORY CLAIMS, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY, AND IN ITS ENTIRETY, AND SUBMIT THIS FORM BY FIRST CLASS U.S. MAIL, FAX, OR EMAIL TO THE ADDRESS, FAX NUMBER, OR EMAIL ADDRESS BELOW, SO THAT IT IS POSTMARKED OR OTHERWISE TIME-STAMPED ON OR BEFORE **INSERT DATE [+50 days from mailing]**.

INSERT ADMIN INFO

IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS RELEASING THE STATUTORY CLAIMS AND NOT TO RECEIVE MY INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT.

I understand that even if I exclude myself, I will still receive my PAGA Penalties Payment for the Released PAGA Claims if I am eligible.

I confirm that I worked for Defendant Singer 67, LLC (erroneously sued as Singer 67, LLC dba Singer Vehicle Design) in California as a non-exempt, hourly employee in California during the period from June 28, 2018, to February 12, 2024. I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the Settlement Class, and I have decided not to participate in the proposed Settlement of the Released Statutory Claims. I understand that by submitting this Request for Exclusion, I will be forever barred from receiving my Individual Settlement Payment under the Settlement, and will not be giving up my Released Statutory Claims.

(Date)

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Last Four Digits of Social Security Number)

ATTACHMENT 3

1 SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

2 MARIO GUTIERREZ V. SINGER 67, LLC

3 CASE NO. 22STCV20996

4 **Objection Form**

5 *Complete and submit this Objection Form to the Settlement Administrator ONLY if you wish to*
6 *object to the proposed Settlement or any portion of it. If you choose to object to the proposed*
7 *Settlement or any portion of it, you must complete this Objection Form and mail it or deliver it to*
8 *the Settlement Administrator at the following address by [INSERT RESPONSE DEADLINE]:*

9 ILYM Group
[INSERT ADDRESS]

10 Your Name: _____ Last Four Digits of SS#: _____

11
12 Address: _____ Phone Number: _____

13
14 Please explain why you are objecting to the Proposed Settlement and provide or attach any
15 evidence you believe supports the reason(s) for your objection to the Proposed Settlement:

16 _____
17 _____
18 _____
19 _____
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23 _____
24 _____

25 Signature: _____ Date: _____
26
27
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