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

JAMES GREGORY CONQUEST and ILANA
RAMOS individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

TRIPLE CANOPY, INC.; CONSTELLIS
INTEGRATED RISK MANAGEMENT
SERVICES, INC.; TRIPLE CANOPY – A
CONSTELLIS COMPANY; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 34-2022-00322538

Hon. Lauri A. Damrell

Dept: 28

**JOINT STIPULATION FOR
SETTLEMENT AND RELEASE OF
CLASS ACTION AND
REPRESENTATIVE ACTION CLAIMS**

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23 TRIPLE CANOPY, INC.; CONSTELLIS INTEGRATED

24 RISK MANAGEMENT SERVICES, INC.; and

25 TRIPLE CANOPY – A CONSTELLIS COMPANY

1 **JOINT STIPULATION FOR SETTLEMENT AND RELEASE OF CLASS ACTION**
2 **AND REPRESENTATIVE ACTION CLAIMS**

3 This Joint Stipulation for Settlement and Release of Class Action and Representative
4 Action Claims (“Settlement Agreement” or “Agreement”) is made and entered into by and
5 between Defendants Triple Canopy, Inc. (“Triple Canopy”), Constellis Integrated Risk
6 Management Services, Inc. (“CIRMS”), and Triple Canopy – A Constellis Company (collectively,
7 “Defendants”), on the one hand, and Plaintiff James Conquest (“Conquest”) and Proposed
8 Plaintiff Ilana Ramos (“Ramos”) (collectively, the “Plaintiffs”), individually and as proposed
9 representative Plaintiffs on behalf of the Settlement Class to be certified pursuant to this Settlement
10 Agreement (as described in Paragraph 4, below), and each of the members of that Settlement Class
11 (each, individually, a “Settlement Class Member” and, collectively, “Settlement Class Members”)
12 and on behalf of the State of California as its representative under the California Labor Code
13 Private Attorney General Act (“PAGA”). This Settlement Agreement pertains to: (1) all claims
14 that have been and/or are asserted in this action including, without limitation, any and all claims
15 asserted in the First Amended Complaint (“First Amended Complaint”) the Parties are stipulating
16 to be filed by the Plaintiffs, pursuant to and for purposes of this Settlement Agreement, and (2) all
17 violations asserted in any notice sent to the California Labor and Workforce Development Agency
18 (“LWDA”) by the Plaintiffs as referenced in any such pleadings. This Settlement Agreement is
19 subject to the terms and conditions hereof and the approval of the Court. For purposes of this
20 Settlement Agreement, the Plaintiffs and Proposed Class Representatives and Defendants are each
21 referred to individually as a “Party” and collectively as the “Parties.”

22 **DEFINITIONS**

23 The following definitions are applicable to this Agreement. Definitions contained
24 elsewhere in this Agreement shall also be effective:

25 1. “Action” means the civil action entitled *Conquest v. Triple Canopy, Inc. et al.*, Case
26 No. 34-2022-00322538, pending in the Superior Court of California, County of Sacramento.

27 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation for
28 Settlement and Release of Class and Representative Claims.

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1 3. “Claims Administrator” means the proposed Settlement Claims Administrator
2 Apex Class Action Settlement Administrators

3 4. “Class” or “Class Member(s)” means all current and former non-exempt hourly-
4 paid Protective Security Officers who performed any on-post work for Triple Canopy on its
5 Northern California and Central California Department of Homeland Security Contracts from June
6 11, 2020 through the earlier date of April 24, 2023 or the date of preliminary approval of the
7 settlement by the Court. Individuals other than the Plaintiffs who have filed their own lawsuit
8 (excluding the Action defined above) alleging the same or similar claims released by this
9 Settlement Agreement and/or individuals who have previously released such claims against
10 Defendants shall be excluded from the Class. Defendants represent that between June 11, 2020
11 and January 7, 2023, there were approximately 851 Class Members who worked approximately
12 261,000 shifts.

13 5. “Aggrieved Employee” or “Aggrieved Employees” shall mean all current and
14 former non-exempt hourly-paid Protective Security Officers who performed any on-post work for
15 Triple Canopy on its Northern California and Central California Department of Homeland Security
16 Contracts from June 24, 2021 through the earlier date of April 24, 2023 or the date of preliminary
17 approval of the settlement by the Court (the “PAGA Period”).

18 6. “Class Counsel” means James Hawkins, Gregory Mauro and Michael Calvo of
19 James Hawkins APLC, and R. Craig Clark and Alicja Urtnowski of Clark Law Group,
20 respectively.

21 7. “Class Counsel Award” means such award of attorneys’ fees and costs and
22 expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered
23 and will render to Plaintiffs and the Class in the Actions. Subject to the Court’s approval, the
24 Parties agree that Class Counsel may apply for a Class Counsel Award of up to thirty-six percent
25 (36%) of the Gross Settlement Fund (\$965,000.00), i.e. the sum of Three Hundred and Forty-Seven
26 Thousand Four Hundred Dollars (\$347,400.00), and costs and expenses in the amount of up to
27 Thirty Thousand Dollars (\$30,000.00), which Defendants shall not object to, subject to the Court
28 finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class

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Counsel shall be added to the Net Settlement Fund.

8. “Class List” means information regarding all Class Members and PAGA Aggrieved Employees that Defendants will diligently and in good faith compile from its records and provide to the Claims Administrator after Preliminary Approval of this Settlement, as set forth in this Agreement.

9. “Class Period” means the period from June 11, 2020 through the earlier date of April 24, 2023 or the date of preliminary approval of the settlement by the Court, and “PAGA Period” means June 24, 2021 through the earlier date of April 24, 2023 or the date of preliminary approval of the settlement by the Court.

10. “Class Representatives” or “Plaintiffs” means Plaintiffs James Conquest and Ilana Ramos.

11. “Class Representative Enhancement Payments” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments which they are entitled to and in addition to the separate Ramos Release Payment (as defined herein), in recognition of their efforts and risks in assisting with the prosecution of the Action.

12. “First Amended Complaint” means the First Amended Class Action and Representative Action Complaint which, following execution of this Agreement and for settlement purposes only, the Parties will stipulate to be filed for purposes of (1) adding Ramos as a named class representative and Ramos’s counsel as class counsel, (2) adding the Labor Code violations asserted by Conquest and Ramos, respectively, in their respective PAGA Notices, on both a representative and class basis, as appropriate, and (3) adding any other claims, causes of action, and factual theories asserted by Conquest and/or Ramos, respectively, which have not been pled to date.

13. “Counsel for Defendants” or “Defense Counsel” means Sabrina A. Beldner, Andrew W. Russell and Sarah Y. Oh of the law firm McGuireWoods LLP.

14. “Court” means the Superior Court for the State of California, County of Sacramento.

15. “Defendants” means Defendant Triple Canopy, Inc., Constellis Integrated Risk

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1 Management Services, Inc. and Triple Canopy – A Constellis Company, collectively, including
2 their predecessors, if any, as well as each of their respective predecessors, successors, and all
3 former, current, and future related organizations, companies, divisions, subsidiaries, affiliates,
4 insurers, parents, clients and customers, and collectively, their respective former, current and
5 future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs,
6 executors, administrators, beneficiaries, insurers and trustees.

7 16. “Effective Date” means the date the Settlement Agreement is considered to be
8 both Effective and Final. For purposes of this Settlement Agreement, “Effective Date” and
9 “Final” mean: (i) in the event that the Settlement has received Final Approval by the Court, and
10 regardless of whether any timely objections thereto have been filed or withdrawn, then sixty-
11 five (65) calendar days after the Court’s issuance of the Final Approval Order without a timely
12 appeal being filed; or, (ii) in the event that a timely appeal of the Court’s Final Approval Order
13 has been filed, then the Settlement Agreement shall be final when the applicable appellate court
14 has rendered a final decision or opinion affirming the Court’s Final Approval Order without
15 material modification, and the applicable date for seeking further appellate review has passed
16 without further appellate review being sought. In the event that the Court fails to approve the
17 Settlement, or if the appropriate appellate court fails to approve the Settlement: (1) this
18 Settlement Agreement shall have no force and effect and the Parties shall be restored to their
19 respective positions prior to entering into it, and no Party shall be bound by any of the terms of
20 the Settlement Agreement; (2) Defendants shall have no obligation to make any payments to the
21 LWDA, Class Members, Aggrieved Employees, Plaintiffs or Plaintiffs’ Counsel; and (3) any
22 preliminary approval order and/or Final Approval Order shall be vacated.

23 17. “Final Approval” refers to the Court’s eventual Order determining that the
24 Settlement is fair, reasonable, and adequate, and which grants final approval of the Settlement,
25 and enters judgment or dismissal based thereon finally approving the settlement on the terms set
26 forth in this Agreement.

27 18. “Gross Settlement Fund” means the aggregate sum of Nine Hundred and Sixty-Five
28 Thousand Dollars (\$965,000.00) to be paid by Defendants as a result of this Settlement. The Gross

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1 Settlement Fund includes all Individual Settlement Payments to Participating Class Members, the
2 Class Representative Enhancement Payments to Plaintiffs, the Ramos Release Payment,
3 Settlement Administration Costs to the Claims Administrator, governmental and other penalties
4 payments including, without limitation, the PAGA Payments to the LWDA and Aggrieved
5 Employees, respectively, all applicable payroll taxes and withholdings (including any employer's
6 share), and Class Counsel Award. None of the GSF will be payable by Defendants prior to Final
7 Approval by the Court of the Settlement, occurrence of the Effective Date of the Settlement as
8 defined in the final stipulation of Settlement, and the occurrence of all other conditions precedent
9 as set forth in the final stipulation of Settlement as approved by the Court, provided all such
10 conditions occur prior to the Effective Date.

11 19. "Individual Settlement Payment" means the amount payable from the Net
12 Settlement Fund to each Participating Class Member.

13 20. "Net Settlement Fund" means the balance of the Gross Settlement Fund remaining
14 after deduction of the approved Class Representative Enhancement Payments, the Ramos Release
15 Payment, Settlement Administration Costs, governmental and other penalties payments including,
16 without limitation, the PAGA Payments to the LWDA and Aggrieved Employees, respectively,
17 and Class Counsel Award. The entire Net Settlement Fund is the maximum amount that will be
18 available for distribution to Participating Class Members and Aggrieved Employees, respectively.

19 21. "Notice of Objection" means a Class Member's written objection to the Settlement.
20 A valid Notice of Objection should include: (1) the objector's full name, signature, mailing
21 address, and telephone number; (2) a written statement of basis for the objection; and (3) any
22 copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection
23 must be returned by mail to the Claims Administrator at the specified address indicated in the
24 Notice Packet, and should be postmarked on or before the Response Deadline.

25 22. "Notice Packet" means the Notice of Proposed Class and Representative Action
26 Settlement and Final Fairness and Approval Hearing, substantially in the form attached as **Exhibit**
27 **A.**

28 23. "PAGA Payment" means the portion of the Gross Settlement Fund that the Parties

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1 have agreed will be allocated to resolve all claims, penalties, and remedies under the Private
2 Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”), of which seventy-five
3 percent (75%), shall be paid to the California Labor and Workforce Development Agency
4 (“LWDA”), and 25%, shall be part of the Net Settlement Fund to be distributed to Aggrieved
5 Employees on a pro-rata basis, pursuant to the formula set forth in Paragraph 49 herein (the
6 “Aggrieved Employee PAGA Payment”).

7 24. “Parties” means Plaintiffs, on behalf of themselves and Participating Class
8 Members and Aggrieved Employees, and Defendants, collectively.

9 25. “Participating Class Members” means all Class Members who do not submit a valid
10 and timely Request for Exclusion.

11 26. “Preliminary Approval” means the Court’s order granting preliminary approval of
12 the Settlement.

13 27. “Ramos Release Payment” means the \$25,000.00 payment to Ramos, to be paid to
14 Ramos out of the Gross Settlement Fund within 10 business days after the Effective Date, in
15 exchange for Plaintiff Ramos’s general releases of all known and unknown claims against
16 Defendants pursuant to Cal. Civ. Code § 1542, which includes a release of employment-related
17 claims Ramos threatened to pursue but which are not pled in the Action. The Ramos Release
18 Payment to Plaintiff Ramos is in addition to any payments Ramos may be entitled to receive as a
19 Class Representative, Settlement Class Member and/or Aggrieved Employee under the terms of
20 this Agreement. The Ramos Release Payment will be treated as a non-wage payment and reported
21 as such by the Claims Administrator to the appropriate government taxing authorities, with
22 Plaintiff Ramos being solely responsible for paying any and all taxes due on the Ramos Release
23 Payment. Plaintiff Ramos will provide a completed IRS Form W-9 to the Claims Administrator
24 (using the most recent version of the Form W-9) and will be issued an IRS Form 1099 by the
25 Claims Administrator in connection with the Ramos Release Payment.

26 28. “Released Claims” means all claims that have been or could have been alleged or
27 asserted in any of the pleadings that have been filed in the Action, including without limitation
28 in the First Amended Complaint the parties are stipulating for Plaintiffs to have leave to file, and

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1 all violations asserted or that could have been asserted in any notice sent to the LWDA referenced
2 in any of the pleadings in the Actions, including the PAGA Notices sent by Plaintiffs to date,
3 from June 11, 2020 through the earlier date of April 24, 2023 or the date of preliminary approval
4 of the settlement by the Court, including, but not limited to, alleged failure to pay (or correctly
5 pay) wages of any type, failure to timely pay wages during and/or at the conclusion of
6 employment, failure to provide compliant meal and/or rest breaks (and or premiums in lieu
7 thereof), failure to provide accurate wage statements, failure to provide sick days and/or written
8 notice of the same, failure to reimburse for work-related business expenses, failure to maintain
9 accurate payroll records and/or provide signed copies of employment-related documents, failure
10 to provide a day's rest in seven, and a violation Business and Professions Code section 17200 *et*
11 *seq.* predicated on the California Labor Code violations asserted in the pleadings in the Action
12 (including, without limitation, alleged violations of Labor Code sections 201-204, 210, 226, 226.3,
13 226.7, 246, 432, 510, 512, 551, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and
14 2802), any claims for PAGA civil penalties predicated on the aforementioned Labor Code
15 violations, and any related claims that could have been brought under the Fair Labor Standards
16 Act, as well as a waiver of rights under California Civil Code Section 1542 with respect to such
17 Released Claims.

18 29. "Released Parties" means Defendants, as well as their predecessors, successors, and
19 all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates,
20 insurers, parents, clients and customers (including, without limitation, Constellis, Inc. and
21 Constellis, LLC), and collectively, their respective former, current and future directors, officers,
22 employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators,
23 beneficiaries, insurers and trustees.

24 30. "Request for Exclusion" means a valid, timely, written request by a Class Member
25 indicating a request to be excluded from the Settlement, pursuant to the procedures set forth in
26 Paragraph 62 of this Settlement Agreement.

27 31. "Response Deadline" means forty-five (45) days after the Claims Administrator
28 initially mails the Notice Packet to Class Members, and the last date on which Class Members may

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1 submit a Request for Exclusion.

2 32. "Settlement" means the agreement among the Parties to resolve the Conquest
3 Action and Ramos's threatened class and PAGA claims, and unpled employment-related claims,
4 respectively, as set forth in this Settlement Agreement.

5 33. "Settlement Administration Costs" means the fees and expenses reasonably
6 incurred by the Claims Administrator as a result of the procedures and processes expressly required
7 by this Agreement, which are estimated at approximately Fourteen Thousand Dollars
8 (\$14,000.00). Any portion of the Settlement Administration Costs not used or approved by the
9 Court shall be added to the Net Settlement Fund. However, the Parties hereby acknowledge that
10 the Settlement Administration Costs may increase above the current estimate, and that any such
11 additional Settlement Administration Costs that are approved by counsel for the Parties shall be
12 taken out of the Gross Settlement Fund.

13 34. "Settlement Payment Check" means the payment pursuant to this Settlement which
14 will be made to Participating Class Members who do not submit a valid Request for Exclusion
15 from the Settlement and/or to Aggrieved Employees.

16 RECITALS

17 35. This Settlement is made and entered into by and between Plaintiffs and Defendants,
18 and is subject to the terms and conditions hereof, and to the Court's approval. The Parties
19 expressly acknowledge that this Agreement is entered into solely for the purpose of compromising
20 significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by
21 Defendants. Defendants deny that they are liable to Plaintiffs or the Class Members and/or
22 Aggrieved Employees and denies that they have violated any law.

23 36. On or about June 28, 2022, James Conquest filed a notice with the Labor &
24 Workforce Development Agency ("LWDA") alleging that Defendants violated Labor Code
25 sections 201-203, 226, 226.3, 226.7, 510, 512, 551, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197,
26 1197.1, 1198, and 2802, pursuant to Labor Code section 2699 (the "Conquest PAGA Notice").

27 37. On June 28, 2022, Conquest also filed a class action complaint in the Action
28 alleging six causes of action for: (1) failure to pay (including to properly pay) all wages,

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1 including minimum and overtime wages; (2) failure to timely pay final wages; (3) failure to
2 provide accurate itemized wage statements; (4) failure to reimburse for business expenses; (5)
3 failure to pay reporting time pay; and (6) unfair business practices for the aforementioned
4 violations of the Labor Code, as well as for violations for alleged meal and rest break violations,
5 recordkeeping violations and day of rest violations, respectively (the “Conquest Complaint”).

6 38. On or about June 24, 2022, Ramos filed a notice with the LWDA, pursuant to
7 Labor Code section 2699, against Defendants Triple Canopy and CIRMS, alleged that they
8 violated Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 432, 510, 512, 551, 558, 1174,
9 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the “Ramos PAGA Notice”).

10 39. On or about June 17, 2022, Ramos also asserted an intent, through legal counsel,
11 to pursue certain non-wage and hour claims against Triple Canopy relating to the separation of
12 her employment from Triple Canopy (the “Ramos Dispute Letter”). The Parties entered into a
13 tolling agreement pending mediation.

14 40. After the filing of the Conquest Action, and the receipt of the Conquest PAGA
15 Notice and the Ramos PAGA Notice, respectively (collectively, the “PAGA Notices”), and the
16 Ramos Dispute Letter, the Parties and their respective counsel agreed to participate in private
17 mediation in the hopes of reaching a global resolution of all already-pled and threatened claims on
18 a class and representative basis. In connection with the mediation, Defendants produced raw
19 timekeeping and payroll data for a 20% sampling of Class Members and Aggrieved Employees,
20 personnel and payroll data for Plaintiffs, relevant Collective Bargaining Agreements and other of
21 Defendants’ policies and documents which applied to the employment of Plaintiffs and the Class
22 Members and Aggrieved Employees, and data relating to the number of Class Members and
23 Aggrieved Employees, the number of shifts worked during the Class Period and PAGA Period,
24 the average hourly rate of pay for each Class Member, and other data specific to the Class Members
25 and Aggrieved Employees which allowed Plaintiffs to conduct a full damage analysis.

26 41. On January 18, 2023, the parties participated in a full-day mediation with private
27 mediator Jason Marsili, where they reached a global resolution of all of the claims asserted in
28 the Conquest Action, the PAGA Notices submitted by the Plaintiffs (and any as yet unpled Labor

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Code violations asserted therein which could have been pled on a class-wide basis) and the Ramos Dispute Letter, subject to the negotiation, preparation and execution of this Agreement and the Court's approval thereof. As part of this Settlement, the Parties have agreed to move for approval of the Settlement in this Action, which approval shall be sought with respect to the First Amended Complaint the Parties are stipulating for Plaintiffs to have leave to file and which shall add all Labor Code violations alleged in Plaintiffs' PAGA Notices on both a class and representative basis.

42. The Parties recognize the risk, expense, and delay in continuing the Action, and therefore believe the Settlement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation, taking into account all relevant factors, present, and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

TERMS OF AGREEMENT

43. Conditional Stipulation For Leave to File First Amended Class Action and Representative Action Complaint. As part of the global settlement reached on January 18, 2023 and for purposes of this Settlement Agreement only, the Parties will separately stipulate following the execution of this Settlement Agreement, and subject to the Court's entry of an order approving the same, for Plaintiffs to have leave to file the First Amended Complaint which adds Ramos as a Plaintiff, adds Ramos's counsel as Plaintiffs' counsel, which adds both Plaintiffs' alleged Labor Code violations as asserted in the Plaintiffs' PAGA Notices on both a class and representative basis, and which otherwise asserts and alleges all of the underlying claims, causes of action, and factual theories that have been pled or which could have been pled in both the Action and in any putative class or representative action which Ramos might have filed, and/or which were otherwise discovered during the litigation of the Action and the mediation process between the Parties. The Parties agreed that in the event the Court does not grant final approval of the Settlement, then the First Amended Complaint will be deemed withdrawn ab initio, without prejudice to the Parties

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pre-settlement positions and defenses in the Action, including the tolling agreement. For purposes of the Settlement only, Defendants will waive any defenses to the PAGA Notices (including, without limitation, timeliness and/or alleged failure to exhaust), and will treat all such PAGA and class claims as running from the earliest possible limitations periods applicable to the Action or the PAGA Notices.

44. Settlement Consideration. Defendants shall pay the sum of the Gross Settlement Fund of Nine Hundred and Sixty-Five Thousand Dollars (\$965,000.00) as specified in this Agreement in full satisfaction of all claims arising from the Action, which shall be used to pay: (1) Individual Settlement Payments, including all applicable payroll taxes and withholdings; (2) Class Counsel Award; (3) Class Representative Enhancement Payments; (4) the Ramos Release Payment; (5) Settlement Administration Costs to the Claims Administrator; and (6) governmental and other penalties payments including, without limitation, the PAGA Payment to the LWDA and to the Aggrieved Employees. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Fund shall revert to Defendants. In no event shall Defendants be required to pay more than the Gross Settlement Fund as specified in this Agreement.

45. Funding of the Gross Settlement Fund. Within twenty (20) business days after the Effective Date, Defendants shall make a one-time deposit of the Gross Settlement Fund into a Qualified Settlement Fund ("QSF") to be established by the Claims Administrator. The QSF shall be an interest-bearing account at a federally-insured bank that is mutually acceptable to the Parties and the Claims Administrator. The funds in the QSF shall be invested either in short-term U.S. Treasury securities with maturity dates of less than 90 days at the time of deposit, or in an SEC-registered money market fund investing exclusively in U.S. Treasury securities with average maturities of less than 90 days and rated AAA by Standard & Poor's. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Claims Administrator as such. With respect to the QSF, the Claims Administrator shall: (1) open and administer the Settlement Account in such a manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Internal

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1 Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state and local and income and
2 other tax reporting, return, and filing requirements with respect to the QSF and any interest or
3 other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any
4 estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the
5 QSF, and (ii) fees, expenses and costs incurred in connection with the opening and administration
6 of the QSF and the performance of its duties and functions as described in this Agreement. The
7 aforementioned taxes, fees, costs and expenses shall be treated as and included in the costs of
8 administering the QSF and as Claims Administration Expenses. The Parties and the Claims
9 Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the
10 earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement
11 shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The
12 Parties agree to cooperate with the Claims Administrator and one another to the extent reasonably
13 necessary to carry out the provisions of this Section.

14 46. Class Counsel Award. The Parties agree that Class Counsel may apply, and which
15 Defendants shall not object to, for attorneys' fees of up to thirty-six percent (36%) of the Gross
16 Settlement Fund, i.e., the sum of Three Hundred and Forty-Seven Thousand and Four Hundred
17 Dollars (\$347,400.00), and costs and expenses in the amount of up to Thirty Thousand Dollars
18 (\$30,000.00), which shall be paid from the Gross Settlement Fund. The Claims Administrator
19 shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs and
20 expenses. Any portion of the requested Class Counsel Award not awarded to Class Counsel shall
21 be added to the Net Settlement Fund and shall be distributed to Class Members as provided in this
22 Agreement. The specific amounts of the attorneys' fees and costs awards shall be subject to Court
23 approval, and the award of any amounts less than that requested by Plaintiffs' counsel will not be
24 grounds for Plaintiffs' or their counsel terminating the settlement, but will be subject to appeal by
25 them. In the event of such an appeal, final funding and administration of the portion of the
26 attorneys' fees and/or costs award in dispute will be segregated and stayed pending the exhaustion
27 of appellate review. If, after the exhaustion of any such appellate review, additional amounts are
28 distributable to the Settlement Class, the cost of administration of the payments to them will be

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1 paid out of such additional amounts and not by Defendants. Any amount not awarded in attorneys'
2 fees and costs shall be added to the NSF for distribution to the class members.

3 47. Class Representative Enhancement Payment. The Parties agree that Plaintiffs may
4 apply and Defendants shall not object to Plaintiffs seeking a Class Representative Enhancement
5 Payment of up to Ten Thousand Dollars (\$10,000.00) to each of the Plaintiffs. The Class
6 Representative Enhancement Payments shall be paid from the Gross Settlement Fund and shall be
7 paid separate from and in addition to the Plaintiffs' Individual Settlement Payments as
8 Participating Class Members and/or any payments due to Plaintiffs as Aggrieved Employees (if
9 applicable). The Claims Administrator shall issue an IRS Form 1099 to Plaintiffs reflecting the
10 Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible
11 to pay any and all applicable taxes on their Class Representative Enhancement Payments and
12 shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising
13 as a result of the Class Representative Enhancement Payments. Any portion of the Class
14 Representative Enhancement Payments not awarded to Plaintiffs shall be added to the Net
15 Settlement Fund and shall be distributed to Class Members as provided in this Agreement. The
16 Parties agree that the Court's approval of any request for a service award is not a condition of the
17 settlement and will not be grounds for terminating the settlement, and that the Court can and may
18 approve a service award in a lower amount or decline to award any service award to Plaintiffs, or
19 any of them. In the event of any appeal of the amount of the service award (if any) approved by
20 the court, if, after the exhaustion of any such appellate review, additional amounts are distributable
21 to the Settlement Class, the cost of administration of the payments to them will be paid out of such
22 additional amounts and not by Defendants. Any amount not approved by the Court as a service
23 award shall be added to the NSF for distribution to the class members.

24 48. Settlement Administration Costs. Subject to Court approval, the Parties designate
25 Apex Class Action Settlement Administrators to administer the settlement in this action ("Claims
26 Administrator"). The Claims Administrator shall be paid for the reasonable costs of administration
27 of the Settlement from the Gross Settlement Fund, currently estimated at Fourteen Thousand
28 Dollars (\$14,000.00). The Settlement Administrator's duties of administration shall include,

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1 without limitation, receiving the Class List to be produced by Defendants, and updating it prior to
2 the Notice being mailed, printing and mailing the Notice, performing necessary additional skip
3 traces on Notices and/or checks returned as undeliverable, calculating Class Members' and
4 Aggrieved Employees' estimated and final shares of the NSF, preparing and mailing of settlement
5 checks, establishing a settlement website as described hereafter, responding to Class Member
6 inquiries as appropriate, preparing any appropriate tax forms in connection with the settlement
7 payments and remitting those forms and any required payments to the appropriate governmental
8 agencies, and generally performing all normal and customary duties associated with the
9 administration of such settlements. The Settlement Administrator and Defendants will be required
10 to cooperate and coordinate with each other with respect to the calculation, reporting and payment
11 of all payroll taxes and withholdings in accordance with this Settlement, as well as all applicable
12 laws and requirements of government taxing authorities. All fees and costs for the Settlement
13 Administrator's services will be paid out of the GSF.

14 49. PAGA Payment to LWDA and Aggrieved Employees. Subject to Court approval,
15 the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000.00) of the Gross
16 Settlement Fund shall be designated for satisfaction of claims for civil penalties under the PAGA.
17 The Claims Administrator shall remit seventy-five percent (75%) of the PAGA payment, i.e. the
18 sum of Seventy-Five Thousand Dollars (\$75,000.00), to the LWDA. The remaining twenty-five
19 percent (25%), i.e., the sum of Twenty-Five Thousand Dollars (\$25,000.00), shall be incorporated
20 into the Net Settlement Fund to be distributed only to "Aggrieved Employees," as that term is
21 defined herein and by the methodology set forth herein. The PAGA Payment to the Aggrieved
22 Employees shall be divided among the Aggrieved Employees on a pro-rata basis, and shall be
23 calculated for each Aggrieved Employee by multiplying the Employee Payment by a fraction, the
24 numerator of which is the Aggrieved Employee's total number of pay periods with hours worked,
25 and the denominator of which is the total number of pay periods with hours worked of all
26 Aggrieved Employees in the PAGA Period ("Aggrieved Employee PAGA Payment").

27 50. Calculation of Class Members' Individual Settlement Payments from the Net
28 Settlement Fund. Defendants shall, based on Triple Canopy's records, calculate and provide to

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1 the Settlement Administrator as part of the Class List (as defined below) the number of workweeks
2 with hours worked by each Class Member as a non-exempt employee in California during the
3 Settlement Class Period (hereafter, the “Workweeks”). Workweeks will be calculated in
4 accordance with Defendant Triple Canopy’s regular practice for tracking workweeks, and shall be
5 defined to include any week in which a Settlement Class Member worked any hours for Defendant
6 as a non-exempt employee in California in the Settlement Class Period. Each Class Member’s
7 share of the NSF (“Individual Settlement Payment(s)”) will be calculated initially for purposes of
8 mailing the Notice by multiplying the NSF by a fraction, the numerator of which is the Class
9 Member’s total number of Workweeks, and the denominator of which is the total number of
10 Workweeks of all Class Members. Each Settlement Class Member’s final Individual Settlement
11 Payment for purposes of payment will be calculated by multiplying the NSF by a fraction, the
12 numerator of which is the Settlement Class Member’s total number of Workweeks, and the
13 denominator of which is the total number of Workweeks of all Settlement Class Members,
14 individually and collectively.

15 51. Tax Treatment. The Individual Settlement Payments shall be allocated and
16 characterized as follows: 25% for unpaid wages, 25% for civil or statutory penalties, 25% for
17 statutory or other non-wage damages, and 25% for interest. Each Individual Settlement Payment
18 will be reduced by any legally mandated deductions for payroll taxes or other required
19 withholdings. The Claims Administrator will issue the appropriate tax documents associated with
20 the Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as
21 wages and an IRS Form 1099 for the amounts allocated as non-wages (e.g., interest and/or
22 penalties). The Parties further understand that the Class Representatives and any Participating
23 Class Members who receive any payment pursuant to this Agreement shall be solely responsible
24 for any and all tax obligations associated with such receipt, except as otherwise expressly set forth
25 in this Agreement. The Parties further agree that Defendants shall have no legal obligation to pay,
26 on behalf of Participating Class Members, any taxes, deficiencies, levies, assessments, fines,
27 penalties, interest or costs, which may be required to be paid with respect to the Individual
28 Settlement Payments. The Class Representatives and Participating Class Members should consult

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1 with their tax advisors concerning the tax consequences of the payments they receive under the
2 Settlement.

3 52. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
4 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
5 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
6 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
7 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
8 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
9 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
10 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
11 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
12 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
13 EXCLUSIVELY UPON HIS, HER, OR ITS OWN INDEPENDENT LEGAL AND TAX
14 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
15 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
16 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
17 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
18 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
19 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
20 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
21 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
22 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
23 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
24 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
25 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
26 AGREEMENT.

27 53. Issuance of Tax Forms. The Claims Administrator shall be responsible for issuing
28 to Class Representatives, Participating Class Members, Aggrieved Employees and Class

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1 Counsel any 1099, W-2, or other tax forms as may be required by law for all amounts paid
2 pursuant to this Agreement. All expenses and costs incurred by, or at the direction of, the Claims
3 Administrator in connection with the operation and implementation of this Settlement Agreement
4 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and
5 distribution costs and expenses relating to filing or failing to file the informational and other tax
6 returns described in this Agreement) shall be treated as, and considered to be, costs of
7 administration of this Settlement and thus part of the Administration Costs.

8 54. Payroll Taxes. The Gross Settlement Fund includes the payment of Payroll Taxes,
9 including employer-side payroll taxes. The Payroll Taxes will be computed by the Claims
10 Administrator based on the amounts paid to the Participating Class Members. The Settlement
11 Administrator shall be responsible for making all necessary payments and government filings in
12 connection with such payments from the Gross Settlement Fund.

13 55. No Credit Toward Benefit Plans. The Individual Settlement Payments and the
14 Aggrieved Employee PAGA Payments made to Participating Class Members and Aggrieved
15 Employees under this Agreement, the Class Representative Enhancement Payments made to
16 Plaintiffs, as well as any other payments made pursuant to this Agreement, shall not be utilized to
17 calculate any additional benefits under any benefit plans to which Plaintiffs or any Class Members
18 or Aggrieved Employees may be eligible, including, but not limited to: profit-sharing plans, bonus
19 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
20 other benefit plans. Rather, it is the Parties' intention that this Settlement will not affect any rights,
21 contributions, or amounts to which any Class Members and/or Aggrieved Employees may be
22 entitled under any benefit plans. The Parties agree that any Individual Settlement Payment,
23 Aggrieved Employee PAGA Payment or the Class Representative Enhancement Payments paid to
24 Participating Class Members, Aggrieved Employees or Plaintiffs under the terms of this
25 Agreement do not represent any modification of Participating Class Members' or Plaintiffs'
26 previously credited hours of service or other eligibility criteria under any employee pension benefit
27 plan, employee welfare benefit plan, or any other plan or program, sponsored by Defendants.
28 Further, any Individual Settlement Payments or the Class Representative Enhancement Payments

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1 paid hereunder shall not be considered “compensation” in any year for purposes of determining
2 eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare
3 benefit plan, or any other plan or program sponsored by Defendants.

4 56. Settlement Administration Process. The Parties agree to cooperate in the
5 administration of the Settlement and to make all reasonable efforts to control and minimize the
6 costs and expenses incurred in the administration of the Settlement. The Claims Administrator
7 shall provide the following services: (1) calculate each Class Member’s potential Individual
8 Settlement Payment and each Aggrieved Employee’s potential PAGA Payment from the Net
9 Settlement Fund, and calculate all applicable withholdings; (2) prepare and mail the Notice of
10 Settlement; (3) take appropriate steps to skip trace, update, and locate any Class Member and/or
11 Aggrieved Employee whose address or contact information as provided to the Claims
12 Administrator is inaccurate or outdated; (4) provide to Class Counsel and Defendants’ counsel
13 a weekly report of the progress and completion of tasks identified in this Agreement; (5) establish
14 and maintain prior to disbursement all settlement funds in a Qualified Settlement Fund; (6) issue
15 and distribute all payments provided for in this Agreement; and (7) report the payments made
16 pursuant to this Agreement as required on a Form 1099, W-2, or other applicable forms. The
17 Parties agree that the Claims Administrator may use U.S. Mail to provide notice and information
18 about the settlement to Settlement Class members.

19 57. Delivery of the Class List. Within twenty (20) business days after Preliminary
20 Approval, Defendants shall provide the Class List to the Claims Administrator, which list shall
21 include the following most up to date information about each Settlement Class Member and/or
22 Aggrieved Employee, in an electronic format: (a) full name; (b) most current mailing address and
23 phone number as reflected in Defendant’s personnel records; (c) Social Security Number; (d)
24 employee identification number; (e) hire date of record with Defendant, and termination date of
25 record if applicable; and (f) number of Workweeks with hours worked for each Class Member in
26 the Class Period; and (g) number of Pay Periods with hours worked for each Aggrieved Employee
27 in the PAGA Period. The final Class List will be designated as Highly Confidential, Attorneys’
28 Eyes Only, pursuant to a Court-approved Stipulated Protective Order, and provided by Defendant

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1 after the Settlement Administrator signs and returns to Defendant's Counsel the Acknowledgment
2 and Agreement to be Bound attached as Exhibit A to such Protective Order. The final Class List
3 shall be used only by the Settlement Administrator and only for purposes of administering the
4 Settlement, and nothing in this Settlement Agreement limits the use of it for that purpose.

5 58. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the
6 Class List from Defendants, the Claims Administrator shall mail a Notice Packet to all Class
7 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
8 identified in the Class List.

9 59. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims
10 Administrator shall perform a search based on the National Change of Address Database for
11 information to update and correct for any known or identifiable address changes.

12 60. Notice Packets. Within ten (10) business days of its receipt of the Class List, the
13 Settlement Administrator will send the Notice to the Class Members, by first-class mail, at their
14 most current address of record or such other address as located by the Settlement Administrator in
15 conformity with Paragraph 58, in the form attached hereto as **Exhibit A** or as otherwise approved
16 by the Court. The Notice Packet will advise all Settlement Class Members of the binding nature
17 of the Release and that such shall have the same force and effect as if this Settlement Agreement
18 were executed by each Settlement Class Member.

19 61. Re-Mailing of Returned Notices. Any Notice Packets returned to the Claims
20 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
21 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Claims
22 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding
23 address is provided, the Claims Administrator shall promptly attempt to determine the correct
24 address using a skip-trace, or other search using the name, address, and/or Social Security Number
25 of the Class Member involved, and shall then perform a re-mailing. The Claims Administrator
26 shall keep record of the postmark mailing dates of such re-mailed Notice Packets, and keep track
27 of all undelivered Notice Packets. If the Notice Packet cannot be delivered to within two attempts
28 at mailings by the Claims Administrator, the Notice Packet for that individual will be deemed

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undeliverable.

62. Request for Exclusion Procedures. Any Class Member may opt-out of the Settlement by submitting a written Request for Exclusion to the Claims Administrator postmarked by the Response Deadline (45 days from the date of mailing the Notice Packet). The Request for Exclusion must: (1) contain the name, address, telephone number, and the last four digits of the Social Security Number of the person requesting exclusion; (2) clearly state that the Class Member does not wish to be included in the Settlement; (3) be signed by the Class Member; (4) be returned by mail to the Claims Administrator at the specified address; and (5) be postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means to determine whether a Request for Exclusion is timely. By submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the class action settlement aspect of the Action, will not receive any Settlement Class Payment, and will not be bound by the Release of class claims as set forth in this Agreement. Any Class Member who fails to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed a Participating Class Member, and will be bound by all terms of the Settlement to the fullest possible extent, if the Settlement is granted final approval by the Court. Upon request, the Claims Administrator shall provide counsel for Defendants with a complete list of all Class Members who have timely submitted an Exclusion Form. Class Members who are also Aggrieved Employees may not opt-out of the PAGA portion of the Settlement; rather, such Aggrieved Employees will receive their portion of the Aggrieved Employee PAGA payment and will be bound by the Release of PAGA claims in this Settlement.

63. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court.

64. Class Settlement Objection Procedures. Any Class Member who does not opt-out of this Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class

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1 Member should return by mail a written statement of objection to the Claims Administrator at the
2 specified address by the Response Deadline (45 days after mailing of the Notice Packet). The
3 Notice of Objection should include: (1) the objector's full name, signature, address, and telephone
4 number; (2) a written statement of the basis for the objection; and (3) any copies of papers, briefs,
5 or documents upon which the objection is based. Class Members who submit a timely Notice of
6 Objection will have the right to appear at the final approval hearing to have their objections heard
7 by the Court, at their own expense. However, any Class Member who does not submit a Notice
8 of Objection in compliance with this section may nevertheless appear at the final approval hearing
9 and present an oral objection to the Settlement. Any Class Member who does not submit a Notice
10 of Objection in compliance with this section, or who does not appear at the final approval hearing
11 and present an oral objection to the Settlement, shall be deemed to have waived any objection(s),
12 shall be conclusively deemed a Participating Class Member, and shall be precluded from making
13 any objection (including by appeal or otherwise) to the Settlement. At no time shall any of the
14 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
15 objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not
16 represent any Class Members with respect to any such objections to this Settlement. Any Class
17 Member who submits a valid Request for Exclusion shall not be allowed to object to this
18 Settlement.

19 65. Defendants' Right to Rescind. If more than ten percent (10%) of the Class
20 Members opt out of the settlement by submitting valid and timely Requests for Exclusion,
21 Defendants have the unilateral right in their sole discretion to rescind the Settlement Agreement.
22 The Parties agree that they will not encourage any Class Member to object to the Settlement or to
23 opt out. If Defendants exercises their option to rescind, Defendants shall: (1) provide written
24 notice to Class Counsel at least ten (10) business days prior to the final approval hearing, provided
25 Defendants have been provided notice of all such opt outs, and (2) pay all Settlement
26 Administration Costs incurred by the Claims Administrator. In the event the Settlement is
27 rescinded, it shall be without prejudice to the Parties' pre-settlement positions and defenses in the
28 Actions, and the Parties shall proceed in all respects as if this Agreement had not been executed.

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1 66. Claims Administrator's Reports of Information. The Claims Administrator shall
2 provide Defendants' counsel and Class Counsel a weekly report which certifies the number of
3 Class Members who have submitted valid Requests for Exclusion. Additionally, the Claims
4 Administrator will provide to counsel for both Parties any updated reports regarding the
5 administration of the Settlement as needed or requested. The Claims Administrator shall also
6 forward to Parties' counsel and file with the Court any Notices of Objection received immediately
7 upon receipt. Further, if requested by Parties' counsel, the Claims Administrator shall forward
8 any Request for Exclusion to the Parties' counsel so that they can determine whether the Request
9 for Exclusion is valid and timely.

10 67. Distribution Timing of Individual Settlement Payments. Within ten (10) business
11 days of Defendants funding the Gross Settlement Fund, the Claims Administrator shall issue
12 payments to: (1) Participating Class Members and/or Aggrieved Employees; (2) the Labor and
13 Workforce Development Agency; (3) Class Representatives; and (4) Class Counsel. The Claims
14 Administrator shall also issue a payment to itself for services performed in connection with the
15 Settlement.

16 68. Any checks issued by the Claims Administrator to Class Members and/or
17 Aggrieved Employees shall be negotiable for not less than one hundred and eighty (180) days from
18 the date of their issuance. This is a non-reversionary settlement. All settlement checks to Class
19 Members and/or Aggrieved Employees that remain uncashed after one hundred eighty (180) days
20 of the mailing by the Claims Administrator, or for those Class Members and/or Aggrieved
21 Employees whose Notice Packets were deemed undeliverable, shall be transmitted by the
22 Settlement Administrator to the California Unclaimed Property Fund, to be held there for the
23 benefit of such class members under California's escheatment laws.

24 69. Certification of Completion. Upon completion of administration of the Settlement,
25 the Claims Administrator shall provide a written declaration under oath to certify such completion
26 to the Court and counsel for all Parties.

27 70. No Prior Assignments. The Parties and their counsel represent, covenant, and
28 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to

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1 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
2 action, cause of action or right herein released and discharged.

3 71. Release of Claims by Settlement Class Members. Upon final approval by the Court,
4 Plaintiffs and each Participating Settlement Class Member will release the Released Parties (as
5 defined herein) from the Released Claims pursuant to and as that term is defined in Paragraph
6 28 herein, from June 11, 2020 through the earlier date of April 24, 2023 or the date of preliminary
7 approval of the settlement by the Court.

8 72. Release of Claims by Aggrieved Employees and the LWDA. Upon final approval
9 by the Court, each Aggrieved Employee and the LWDA will release the Released Parties from
10 claims for civil penalties under PAGA for the Released Claims (pursuant to and as that term is
11 defined in Paragraph 28 herein), from June 24, 2021 through the earlier date of April 24, 2023 or
12 the date of preliminary approval of the settlement by the Court. Class Counsel acknowledge and
13 agree that they will timely and properly take all required steps to provide notice to the LWDA of
14 this proposed Settlement in accordance with the provisions of PAGA.

15 73. Civil Code Section 1542 Release by Plaintiffs. In addition to the Releases set forth
16 in Paragraphs 71 and 72, Plaintiffs, as Class Representatives, for themselves alone, release the
17 Released Parties of and from all Released Claims (as defined in Paragraph 28), and any and all
18 known or unknown, suspected or unsuspected claims, debts, liabilities, demands, obligations,
19 guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of every kind or
20 nature, contingent or accrued, which do or may exist as of the date of the execution of this
21 Settlement Agreement and through and including the date of Final Approval of this Settlement
22 Agreement. In connection therewith, Plaintiffs waive the provisions of California Civil Code
23 Section 1542, which states:

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

74. This Settlement is conditioned upon the release by Settlement Class Members,

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1 Plaintiffs, and the LWDA as described in Paragraphs 28, 71, 72 and 73, above. Additionally, it is
2 agreed herein that neither injunctive or declaratory relief, nor any equitable relief beyond what
3 could be characterized as restitution of claimed unpaid wages required to be paid pursuant to this
4 Settlement Agreement, will be ordered by the Court against Defendants in final approval of the
5 settlement, which will otherwise be grounds for Defendants rescinding and terminating this
6 Settlement Agreement.

7 75. Nullification of Settlement. If the Settlement does not become final for any reason,
8 then this Agreement and any documents generated to bring it into effect including, without
9 limitation, the First Amended Complaint, shall be null and void. Any order or judgment entered
10 by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning.

11 76. Disputes Regarding Individual Settlement Payments. In the event that Class
12 Members have a dispute as to the data provided by the Defendants, Class Members will have the
13 opportunity to provide documentation and/or an explanation contesting the data provided by the
14 Defendants. The Class Member shall submit any such dispute or explanation to the Claims
15 Administrator by the Response Deadline. If there is a dispute, the Claims Administrator will notify
16 the Parties to determine whether an adjustment is warranted. In response to any timely dispute,
17 Defendants will first verify the information contained in the Class Member's personnel file and
18 Defendants' payroll records. However, unless the Settlement Class Member can establish a
19 different period of employment based on documentary evidence, the information established by
20 Defendants' records will control. Class Counsel and Defendants' Counsel will then make a good
21 faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute
22 shall be resolved by the Settlement Administrator, who shall examine the records provided by the
23 Defendants and the Settlement Class Member. The Claims Administrator shall be the final arbiter
24 of disputes relating to a Settlement Class Member's Individual Settlement Payments under the
25 terms of this Agreement.

26 77. Disputes Regarding Administration of Settlement. Any disputes not resolved by
27 the Claims Administrator concerning the administration of the Settlement will be resolved by the
28 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel

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1 for the Parties will confer in good faith to resolve the disputes without the necessity of involving
2 the Court.

3 78. Preliminary Approval and Final Approval Papers. Class Counsel will prepare the
4 motions for preliminary and final approval, respectively, of the Settlement, and not later than five
5 calendar days prior to the submission thereof to the Court, Class Counsel will submit near-final
6 drafts thereof (including all supporting papers and proposed order) to counsel for Defendants for
7 their review and comment.

8 79. Preliminary Approval Hearing. Plaintiffs shall obtain a mutually-agreeable hearing
9 date before the Court to request the Preliminary Approval of the Settlement, and the entry of a
10 Preliminary Approval Order: (1) approving of the proposed Settlement, and (2) setting a date for
11 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for
12 the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
13 Preliminary Approval hearing, Plaintiffs shall submit this Stipulation, which sets forth the terms
14 of this Settlement, and will include the proposed Notice Packet, attached to this Stipulation as
15 **Exhibit A**. If the Court declines to approve the Settlement or approves it conditionally or subject
16 to modification of the settlement terms, the Parties shall work in good faith to modify the
17 settlement terms to obtain approval, provided that the material terms of the Settlement are not
18 affected.

19 80. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
20 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
21 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
22 Final Approval of the Settlement along with the amounts properly payable for: (1) Individual
23 Settlement Payments; (2) the PAGA Payments to the LWDA and Aggrieved Employees,
24 respectively; (3) the Class Counsel Award; (4) the Class Representative Enhancement Payments;
25 and (5) Settlement Administration Costs. Class Counsel will be responsible for drafting all
26 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting
27 the attorneys' fees and costs application to be heard at the Final Approval Hearing.

28 81. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the

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1 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with
2 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
3 jurisdiction solely for purposes of addressing: (1) the interpretation and enforcement of the terms
4 of the Settlement, (2) Settlement administration matters, and (3) such post-Judgment matters as
5 may be appropriate under court rules or as set forth in this Agreement.

6 82. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
7 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
8 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

9 83. Confidentiality. Except as otherwise set forth in this Agreement, or as otherwise
10 agreed in writing between the Parties, both before and following the execution of this Settlement
11 Agreement by the Parties and their counsel, there will be no direct or indirect comment or
12 publication by Plaintiffs and Class Counsel of the settlement in terms of affirmative or responsive
13 media statements/comments, press releases or conferences, website postings or content, social
14 media postings or content, other Internet postings or content, subscribed email messages,
15 newsletters, disseminated updates, mass mailings, or any other comment or publication to the
16 press, media or public at large. This shall not apply to or limit the public filing of motions or other
17 case materials by Class Counsel in the Action, including any material filed with the LWDA, related
18 to seeking and obtaining Court approval of the proposed settlement and the related awards of
19 attorneys' fees and costs, enhancements and the other relief set forth in this Settlement Agreement,
20 or to communications between Class Counsel, Plaintiff, and/or Settlement Class Members and/or
21 Aggrieved Employees in the Action. Besides the foregoing, Class Counsel may otherwise state
22 only that the Action has been settled on terms mutually agreeable to the Parties. The Parties
23 understand and agree that there may be media coverage of the settlement of the Action not initiated
24 by Plaintiff, directly or indirectly. It is also agreed and understood that the Parties may disclose
25 the settlement to their families, plus their legal, tax, or accounting advisors, insurance companies,
26 or as required by law, regulatory rules or regulatory requirements. Notwithstanding anything to
27 the contrary in this paragraph or elsewhere in this Agreement, Defendants (and their corporate
28 parents, subsidiaries and affiliates) shall be permitted to make such disclosures regarding this case

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1 and settlement as it deems necessary or appropriate for purposes of corporate reporting, and/or
2 complying with applicable securities laws and the rules of the stock exchange on which shares are
3 traded or as otherwise required by law. It is also agreed and understood that the Parties and each
4 and every Settlement Class Member and/or Aggrieved Employee, may disclose the settlement to
5 their families, plus their legal, tax, or accounting advisors, insurance companies, or as required by
6 law, regulatory rules or regulatory requirements. No information about the Action or the
7 settlement may be posted on any of Plaintiffs' counsel's websites except as expressly set forth
8 herein without Defendants' prior written consent.

9 84. Amendment or Modification. This Agreement may be amended or modified only
10 by a written instrument signed by the Parties or their successors-in-interest.

11 85. Authorization to Enter into Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate this
13 Agreement and to take all appropriate actions required or permitted to be taken by the Parties
14 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
15 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
16 other and use their best and good-faith efforts to effect the implementation of the Settlement. If
17 the Parties are unable to reach agreement on the form or content of any document needed to
18 implement the Settlement, or on any supplemental provisions that may become necessary to
19 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
20 such disagreement.

21 86. Binding on Successors and Assigns. This Agreement shall be binding upon, and
22 inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

23 87. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
24 governed by and interpreted according to the laws of the State of California.

25 88. Execution and Counterparts. This Agreement is subject only to the execution of all
26 Parties. However, the Agreement may be executed in one or more counterparts. All executed
27 counterparts and each of them, including facsimile and scanned copies of the signature page, shall
28 be deemed to be one and the same instrument provided that counsel for the Parties shall exchange

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1 among themselves original signed counterparts.

2 89. Invalidity of Any Provision. Before declaring any provision of this Agreement
3 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
4 consistent with applicable precedents so as to define all provisions of this Agreement valid and
5 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
6 way affect any other provision if Defendants and Class Counsel, on behalf of the Parties and the
7 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
8 provision had never been included in this Agreement.

9 90. Class Action Certification. The Parties are agreeing to class certification for
10 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an
11 admission of any kind by Defendants, including without limitation, that certification of a class for
12 trial or any other purpose is appropriate or proper or that Plaintiffs or any Class Member can
13 establish any of the requisite elements for class treatment of any of the claims in this Action. If,
14 for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties
15 will be restored to their respective positions in the lawsuit as if they had not entered into this
16 Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or
17 any documents or orders issued related to this Settlement will not be admissible, other than
18 according to the Settlement's terms, in this or any other proceeding as evidence that either: (a) a
19 class action should be certified, or (b) Defendants are liable to Plaintiffs or Class Members.

20 91. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
21 dispute that has arisen between them and to avoid the burden, expense and risk of continued
22 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that
23 they have violated any federal, state, or local law; violated any regulations or guidelines
24 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
25 requirements; breached any contract; violated or breached any duty; engaged in any
26 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the
27 employees in the Class. Neither this Agreement, nor any of its terms or provisions, nor any of the
28 negotiations connected with it, shall be construed as an admission or concession by Defendants of

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any such violations or failures to comply with any applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission of any nature on the part of Defendants, or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

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

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

94. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement following both its execution and approval by the Court of the same, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs incurred in connection with any such enforcement action.

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

96. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

97. Signatories. It is agreed that because of the large number of Settlement Class

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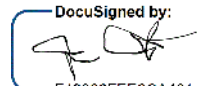
Members, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. As such, Plaintiffs are signing on behalf of the Settlement Class Members.

98. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement between Plaintiffs and Defendants as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

DATED: 4/19/2023

DocuSigned by:

F49022FEE2CA481...

Plaintiff James Conquest

DATED: _____

Plaintiff Ilana Ramos

DATED: _____

**DEFENDANTS TRIPLE CANOPY, INC.,
CONSTELLIS INTEGRATED RISK
MANAGEMENT SERVICES, INC. and
TRIPLE CANOPY – A CONSTELLIS
COMPANY**

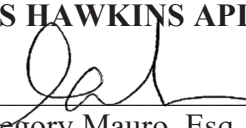
By: _____
(Authorized Representative of Defendants)

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL

DATED: 4/20/2023

JAMES HAWKINS APLC

By: 
Gregory Mauro, Esq. / Michael Calvo, Esq.
Attorneys for Plaintiff James Conquest

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**JOINT STIPULATION FOR SETTLEMENT AND RELEASE OF CLASS ACTION AND REPRESENTATIVE
ACTION CLAIMS**

Members, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. As such, Plaintiffs are signing on behalf of the Settlement Class Members.

98. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

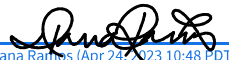
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement between Plaintiffs and Defendants as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

DATED: _____

Plaintiff James Conquest

DATED: Apr 24, 2023


Ilana Ramos (Apr 24, 2023 10:48 PDT)

Plaintiff Ilana Ramos

DATED: _____

**DEFENDANTS TRIPLE CANOPY, INC.,
CONSTELLIS INTEGRATED RISK
MANAGEMENT SERVICES, INC. and
TRIPLE CANOPY – A CONSTELLIS
COMPANY**

By: _____
(Authorized Representative of Defendants)

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL

DATED: _____

JAMES HAWKINS APLC

By: _____
Gregory Mauro, Esq. / Michael Calvo, Esq.
Attorneys for Plaintiff James Conquest

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Members, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. As such, Plaintiffs are signing on behalf of the Settlement Class Members.

98. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement between Plaintiffs and Defendants as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

DATED: _____

Plaintiff James Conquest

DATED: _____

Plaintiff Ilana Ramos

DATED: 4.20.23

**DEFENDANTS TRIPLE CANOPY, INC.,
CONSTELLIS INTEGRATED RISK
MANAGEMENT SERVICES, INC. and
TRIPLE CANOPY – A CONSTELLIS
COMPANY**

By: 
(Authorized Representative of Defendants)

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL

DATED: _____

JAMES HAWKINS APLC

By: _____
Gregory Mauro, Esq. / Michael Calvo, Esq.
Attorneys for Plaintiff James Conquest

1 DATED: April 25, 2023

CLARK LAW GROUP

2 By: 
3 R. Craig Clark, Esq. / Alicja Urtnowski, Esq.
4 Attorneys for Plaintiff Ilana Ramos

DEFENDANTS' COUNSEL

5 DATED: April 25, 2023

6 By: 
7 Sabrina A. Beldner, Esq.
8 Andrew W. Russell, Esq.
9 Attorneys for Defendants Triple Canopy, Inc.,
10 Constellis Integrated Risk Management Services,
11 Inc. and Triple Canopy – A Constellis Company
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