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7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF EL DORADO**
10

11 RANDALL CAMPO, individually and as an
12 aggrieved employee pursuant to the Private
Attorneys General Act (PAGA),
13 Plaintiff,

14 v.

15 HOLT OF CALIFORNIA; DOES 1 to 20,
inclusive,
16 Defendants.

Case No. 22CV1415

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

Complaint Filed: September 14, 2022

18 This Joint Stipulation of PAGA Settlement and Release (hereinafter “Stipulation of
19 Settlement”) is made and entered into by and between Randall Campo (“Plaintiff” or “PAGA
20 Representative”), individually and on behalf of himself, the State of California and all other
21 allegedly similarly aggrieved employees (“PAGA Members”), on the one hand, and Holt of
22 California. (“Defendant”), on the other.

23 This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and those
24 persons Plaintiff represents as PAGA Members as provided herein, and on Defendant and its present
25 and former parents, affiliated or related companies, shareholders, officers, directors, employees,
26 agents, , , successors and assigns, and any individual or entity which could be jointly liable with
27 Defendant, and its respective counsel, subject to the terms and conditions hereof and the Court’s
28 approval.

1 **THE PARTIES STIPULATE AND AGREE** as follows:

2 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

3 2. On June 14, 2022, Plaintiff filed a PAGA Notice with the LWDA, alleging various
4 violations of the Labor Code by Defendant. On August 8, 2022, Plaintiff filed an Amended PAGA
5 Notice with the LWDA. On September 14, 2022, Plaintiff filed his Complaint in El Dorado Superior
6 Court, Case No. 22CV1415, alleging one cause of action for PAGA penalties. On October 18, 2022,
7 Plaintiff filed his First Amended Complaint, adding additional individual causes of action.

8 3. Plaintiff’s Complaint alleges causes of action for the following: (1) retaliation in
9 violation of Labor Code section 1102.5, (2) failure to pay minimum wages, (3) failure to provide
10 compliant wage statements, (4) waiting time penalties, (5) failure to pay overtime wages, (6) failure
11 to reimburse business expenses, (7) unfair competition, and (8) penalties under the Private Attorneys
12 General Act (“PAGA”).

13 4. In Plaintiff’s cause of action for PAGA, Plaintiff alleges various Labor Code
14 violations, including, but not limited to, (1) itemized wage statement violations, (2) failure to pay
15 overtime, (3) waiting time penalties, (4) failure to provide meal periods or pay meal period
16 premiums (including failure to pay such premiums at the regular rate of pay), (5) failure to permit
17 rest periods or pay rest period premiums (including failure to pay such premiums at the regular rate
18 of pay), (6) failure to pay minimum wage, (7) failure to reimburse necessary business expenses, and
19 (8) violations of employee safety provisions in the Labor Code, sections 6400, 6401.7, 6402, 6404,
20 6406, and 6407, as the basis for his claims for civil penalties under PAGA. Plaintiff’s Complaint
21 seeks to recover damages, including, but not limited to, PAGA civil penalties, interest including
22 pre- and post-judgment, injunctive relief, and attorneys’ fees and costs.

23 5. Defendant denies all material claims and allegations and asserts numerous
24 affirmative defenses.

25 6. Through arms-length, serious negotiations and a mediation session held on
26 November 28, 2023, with qualified employment law mediator Brandon McKelvey, the Parties have
27 reached a settlement of Plaintiff’s claims brought in the Lawsuit (“Settlement”) after the exchange
28 of information to allow the parties to evaluate the merits of Plaintiff’s claims and the merits of

1 Defendant's defenses to those claims. The negotiation between the parties was adversarial and
2 contentious, while remaining professional. These negotiations allowed the Parties to reach a final
3 resolution as to Plaintiff's claims under the PAGA, which will be submitted to the LWDA and to
4 the above captioned Court for approval, pursuant to Labor Code section 2699(1)(2). The Parties
5 now enter into this detailed, formalized Stipulation of Settlement with respect to the Plaintiff's
6 PAGA claims, subject to the Court's approval of the Settlement.

7 7. For purposes of this Settlement, the "PAGA Members" shall all consist of all
8 nonexempt employees employed by Defendant in California at any time between June 14, 2021,
9 through 60 days after execution of this Memorandum of Understanding ("PAGA Period").
10 Defendant has represented that there are approximately 650 PAGA Group members, who worked
11 approximately 31,920 pay periods in the PAGA Period.

12 8. Defendant specifically and generally denies any liability or wrongdoing of any kind
13 whatsoever associated with the claims and allegations alleged in Plaintiff's Complaint and LWDA
14 Notice Letter. Defendant makes no concessions or admissions of liability of any sort, and contends
15 that for any purpose other than settlement, the PAGA Action is not manageable or appropriate for
16 representative treatment. Defendant asserts a number of defenses to the claims and has denied any
17 wrongdoing or liability arising out of any of the alleged facts or conduct in the PAGA Action.
18 Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken
19 to carry out this Agreement, is or may be construed as, or may be used as an admission, concession,
20 or indication by or against Defendant or any of the Released Parties (defined below) of any fault,
21 wrongdoing, or liability whatsoever. Nor should the Agreement be construed as any admission or
22 determination by any court as to the merits of the claims asserted in the PAGA action. Defendant
23 recognizes that the defense of this litigation will be time-consuming and require a significant
24 investment of resources. Defendant, therefore, has made a business decision to settle in the manner
25 and upon the terms set forth in this Agreement to put to rest the Released Claims.

26 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
27 discharge all disputes and claims that were alleged in Plaintiff's Complaint and LWDA Notice
28 Letter in this case and that could have been alleged. To achieve a full and complete release of

1 claims, the Parties acknowledge that this Stipulation of Settlement is intended to include in its effect
2 all claims alleged, and that could have been alleged, in the LWDA Notice Letter and the Action,
3 and all Released Claims against all Released Parties (as defined herein) as of the date of the Court's
4 approval of this Settlement.

5 10. This release includes Defendant, and any of its former and present parents,
6 subsidiaries, affiliates, and their former and present officers, directors, owners, employees, partners,
7 and agents, and any other predecessors, successors, assigns, or legal representatives ("Released
8 Parties"), from any and all claims, causes of action, damages, expenses, benefits, interest, penalties,
9 attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or
10 nature that were asserted or could have been asserted based on the facts alleged and with respect to
11 the claims asserted in Plaintiff's LWDA Notice and Complaint for the entire PAGA Period.

12 11. "PAGA Counsel" means Castle Law: California Employment Counsel PC, the
13 attorneys representing the Plaintiff in the Action. PAGA Counsel has conducted a thorough
14 investigation into the facts of this representative case, including an extensive review of relevant
15 documents and data, and has diligently investigated Plaintiff's and the PAGA Members' claims
16 against Defendant. Based on their own independent investigation and evaluation, PAGA Counsel
17 are of the opinion that the Settlement with Defendant for the consideration and on the terms set forth
18 in this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of Plaintiff
19 and the PAGA Members in light of all known facts and circumstances, including the risk of
20 significant delay, the numerous defenses asserted by Defendant, and various potential appellate
21 issues.

22 12. The Parties agree to cooperate and take all steps necessary and appropriate to
23 consummate this Settlement and to effectuate a judgment. In the event that: (i) the Court does not
24 approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other
25 reason apart from the Court's refusal to approve, then this Settlement Agreement—and any
26 documents generated to bring it into effect—will be null and void, and the Parties will be returned
27 to their respective positions.

28 13. This Settlement provides for mailing of an explanatory notice (as set forth in **Exhibit**

1 A below) (the “Settlement Notice”) and payment of Settlement Awards (as defined herein) to all
2 PAGA Members according to a specified formula as provided herein. The gross total payment
3 under the Settlement, including all attorneys’ fees and costs, settlement administration costs,
4 interest, PAGA penalties and any other payments provided by this Settlement is \$490,000.00. It is
5 understood and agreed that Defendant’s gross total liability under this Settlement shall not exceed
6 \$490,000.00. It is further understood and agreed that Defendant shall have no obligation to pay any
7 person, entity or organization more than its gross total liability under this Settlement as set forth
8 above, which includes the total amount of: (1) the Settlement Awards to the PAGA Group; (2) the
9 attorneys’ fees and costs approved by the Court; (3) the actual fees and expenses of the Settlement
10 Administrator; (4) the service payment to Plaintiff, and (5) payment to the State of California
11 pursuant to PAGA.

12 TERMS OF SETTLEMENT

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

15 a. It is agreed by and among Plaintiff and Defendant that any PAGA claims,
16 damages or causes of action arising out of the disputes which are the subject of the LWDA Notice
17 Letter and this Action or that could have been included in the LWDA Notice Letter and this Action,
18 be settled and compromised as between the Plaintiff, the PAGA Members (including Plaintiff) and
19 Defendant, subject to the terms and conditions set forth in this Stipulation of Settlement and
20 approval by the Court.

21 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
22 shall become effective when all of the following events have occurred: (i) this Stipulation of
23 Settlement has been executed by all Parties and by counsel for the PAGA Members and Defendant;
24 (ii) the Court has approved this PAGA Settlement, and (iii) the Judgement is final. The term
25 “Judgment” means the judgment entered by the Court based upon the final approval by the Court.

26 c. Gross Settlement Amount, and Net Settlement Amount: To implement the
27 terms of this Settlement, Defendants agree to pay a gross settlement amount of \$490,000.00 (“Gross
28 Settlement Amount”).

1 i. At no time shall Defendant have the obligation
2 to segregate the funds comprising the Gross Settlement Amount. The Gross
3 Settlement Amount will be used to pay all Settlement Awards for the PAGA
4 Members, all attorneys' fees and costs of PAGA Counsel, all fees and
5 expenses of the Settlement Administrator, the payment to the State of
6 California pursuant to the PAGA, and other payments provided by this
7 Settlement.

8 The Net Settlement Amount shall be calculated by deducting all attorneys' fees and
9 costs, the actual fees and expenses of the Settlement Administrator, and the PAGA Representative
10 Service Payment (defined herein) from the Gross Settlement Amount ("Net Settlement Amount").
11 The Settlement Awards to PAGA Members will be calculated by the Settlement Administrator based
12 on Defendant's records and paid out of the Net Settlement Amount as detailed in Paragraph 14(d)
13 below. The Gross Settlement Amount shall be paid by Defendant to the Settlement Administrator
14 within thirty (30) days after the Settlement becomes final and effective under Paragraph 14(b).

15 d. California Private Attorneys' General Act Allocation: Seventy-five percent
16 (75%) of the Net Settlement Amount will be paid to the State of California's LWDA pursuant to the
17 PAGA (the "LWDA PAGA Payment") and the remaining 25% will be paid as Settlement Awards
18 to the PAGA Members (the "Employee PAGA Payment"). The Settlement Awards will be
19 calculated by the Settlement Administrator based on Defendant's records and paid out of the Net
20 Settlement Amount as detailed in Paragraph 14(e) below. The Net Settlement Amount will be
21 distributed as provided herein within fifteen (15) days of Defendant funding of the Settlement.

22 e. Settlement Awards: The term "Settlement Awards" means the PAGA
23 Members' *pro rata* shares of the Employee PAGA Payment calculated according to the number of
24 pay periods each PAGA Member worked during the PAGA Period. The Settlement Administrator
25 shall first determine for each PAGA Member the pay periods the PAGA Member actively worked
26 for Defendant during the PAGA Period. The Settlement Administrator shall divide the amount of
27 the Employee PAGA Payment by the sum of all PAGA Members' pay periods worked to calculate
28 an "Estimated Amount Per Pay Period." For each PAGA Member, the Settlement Administrator

1 shall then multiply the Estimated Amount Per Pay Period by the PAGA Member's pay periods
2 worked in the PAGA Period to determine each individual Settlement Award. Defendant represents
3 that the approximate number of pay periods during the PAGA Period was 31,920. The Settlement
4 Award process is discussed further below.

5 f. Allocation and Taxability of Settlement Awards: The individual Settlement
6 Awards payable to PAGA Members shall be allocated entirely to alleged unpaid penalties and
7 unpaid interest, for which IRS Forms 1099-MISC will issue to the PAGA Members.
8 Members assume full responsibility and liability for any taxes owed or attributable to the Settlement
9 Awards paid to the PAGA Members under this Settlement.

10 g. Settlement Awards Do Not Trigger Additional Benefits: All Settlement
11 Awards to PAGA Members shall be deemed to be income to such PAGA Members solely in the
12 year in which such awards actually are received by the PAGA Members. It is expressly understood
13 and agreed that the receipt of such Settlement Awards will not entitle any PAGA Member to
14 additional compensation or benefits under any company bonus, contest or other compensation or
15 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
16 any PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
17 compensation benefits. No deductions or contributions for 401(k) shall be made from the Settlement
18 Awards. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement
19 are the sole payments to be made by Defendant to PAGA Members in connection with this
20 Settlement, and that the PAGA Members are not entitled to any new or additional compensation or
21 benefits as a result of having received the Settlement Awards (notwithstanding any contrary
22 language or agreement in any benefit or compensation plan document that might have been in effect
23 during the period covered by this Settlement).

24 h. Attorneys' Fees and Attorneys' Costs: Subject to Court approval, attorneys'
25 fees and costs shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, as set forth in
26 Paragraph 16 below. The Court-approved attorneys' fees and costs will be paid out of the Gross
27 Settlement Amount to PAGA Counsel within five (5) days after the Settlement is funded by
28 Defendant.

1 i. Settlement Administrator: The Parties have jointly selected ILYM to serve
2 as the “Settlement Administrator” and verified that, as a condition of appointment, ILYM agrees to
3 be bound by this Stipulation of Settlement and to perform, as a fiduciary, all duties specified in this
4 Stipulation of Settlement in exchange for payment of actual expenses and fees incurred in the
5 administration of this Settlement (“Administration Expenses”). The Parties and their counsel
6 represent that they have no interest or relationship, financial or otherwise, with the Settlement
7 Administrator other than a professional relationship arising out of prior experiences administering
8 settlements. However, the Parties shall have the right to select or substitute a different Settlement
9 Administrator by mutual agreement at any time. The fees of the Settlement Administrator for work
10 done shall be paid from the Gross Settlement Amount. ILYM has capped the Administration
11 Expenses at \$6,150.00. The Court-approved Administration Fees will be paid out of the Gross
12 Settlement Amount within five (5) days after the Settlement is funded by Defendant. The Settlement
13 Administrator is discussed further below.

14 j. PAGA Representative Service Payment: Plaintiff, as the “PAGA
15 Representative,” will receive a Service Payment in an amount not to exceed Five Thousand Dollars
16 and Zero Cents (\$10,000.00) to compensate him for the time spent in the Action on behalf of the
17 State of California. The Service Payment is in addition to any Settlement Award that Plaintiff would
18 otherwise be due under the Settlement as a PAGA Member. The Court-approved PAGA
19 Representative Service Payment will be paid within five (5) days after the Settlement is funded by
20 Defendant.

21 SETTLEMENT ADMINISTRATION

22 15. The Settlement Administrator will send an agreed upon explanatory notice of the
23 Settlement, attached hereto as **Exhibit A**, along with the Settlement Award to all PAGA Members
24 as discussed herein. The Settlement Administrator will calculate the Settlement Award amounts
25 due to PAGA Members in accordance with this Stipulation of Settlement. The Settlement
26 Administrator shall report, in summary or narrative form, the substance of its findings. The
27 Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified
28 Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1. Upon receipt of funds

1 from Defendant and as provided by the terms of the Settlement, the Settlement Administrator will
2 issue and send out the Settlement Awards to PAGA Members. Tax treatment of the Settlement
3 Awards will be as set forth herein, and in accordance with state and federal tax laws. All disputes
4 relating to the Settlement Administrator's performance of duties shall be referred to the Court, if
5 necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation
6 of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have
7 been fully carried out.

8 ATTORNEYS' FEES AND COSTS

9 16. In consideration for settling this matter and in exchange for the release of claims by
10 Plaintiff and the PAGA Members, and subject to approval or modification by the Court, PAGA
11 Counsel's attorneys' fees and costs shall be subtracted from the Gross Settlement Amount, as
12 approved by the Court. Subject to Court approval, PAGA Counsel's attorney's fees shall be an
13 amount not to exceed 33.33% of the Gross Settlement Amount, that is \$163,317.00. In addition,
14 and also subject to Court approval, PAGA Counsel shall be reimbursed for their actual out-of-pocket
15 expenses and legal costs (subject to proof) in an amount not to exceed \$10,000.00. Subject to the
16 maximum application amount of these above stated amounts, attorneys' fees and costs approved by
17 the Court will cover all work performed and all fees and costs incurred to date, and all work to be
18 performed and all fees and costs to be incurred in connection with the approval by the Court of this
19 Stipulation of Settlement, the administration of the Settlement, and obtaining the Judgment in this
20 case. The attorneys' fees and costs approved by the Court shall be paid out of the Settlement
21 Administrator's QSF to PAGA Counsel within five (5) days after the Settlement is funded by
22 Defendant.

23 17. The Released Parties shall have no liability to PAGA Counsel or any other of
24 Plaintiff's counsel arising from any claim to any portion of PAGA Counsel's attorneys' fees and
25 costs. The Settlement Administrator will pay PAGA Counsel's attorneys' fees and costs using one
26 or more IRS 1099-MISC Forms. PAGA Counsel assumes full responsibility and liability for taxes
27 owed on the attorneys' fees and costs incurred as a result of the Action and holds Defendant
28 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or

1 sharing of any of these payments for attorneys' fees and costs by Defendant pursuant to this
2 Settlement.

3 SETTLEMENT AWARD ADMINISTRATION

4 18. Thirty (30) calendar days after the Parties have executed this Stipulation of
5 Settlement, Defendant shall provide to the Settlement Administrator a spreadsheet, which will list
6 for each PAGA Member the PAGA Member's name, last-known address, last-known telephone
7 number, and the number of pay periods worked through the date of the report (the "PAGA Members'
8 Data"). This spreadsheet shall be based on Defendant's payroll and other business records. The
9 Settlement Administrator will run a check of the PAGA Members' address against those on file with
10 the U.S. Postal Service's National Change of Address Database. Within fifteen (15) calendar days
11 after the Settlement is funded by Defendant, the Settlement Administrator will mail the Settlement
12 Notice to all PAGA Members with the PAGA Members' individual Settlement Awards.

13 a. Prior to the mailing of the Settlement Notice and
14 Settlement Awards, the Settlement Administrator will search for updated
15 addresses through the U.S. Postal Service's National Address Database.
16 Notices returned to the Settlement Administrator as non-delivered shall be
17 re-mailed to the forwarding address, if any, on the returned envelope; any
18 returned envelopes with forwarding addresses will be used by the Settlement
19 Administrator to forward the Settlement Notice and Settlement Awards to the
20 PAGA Members. If no forwarding address is provided, the Settlement
21 Administrator will perform a computer search for a new address and an
22 additional skip tracing pursuant to its usual and customary procedures.

23 b. All costs associated with the Settlement Notices are
24 part of, and included within, the Gross Settlement Amount.

25 SETTLEMENT AWARD PROCESS

26 19. Within fifteen (15) days after the Settlement is funded, the Settlement Awards will
27 be mailed to the PAGA Members along with the Settlement Notice. The Settlement Award checks
28 shall remain valid and negotiable for 180 calendar days from the date of issuance and will be

1 cancelled by the Settlement Administrator if not cashed within that time. The checks provided to
2 the PAGA Members shall prominently state the checks will expire in 180 calendar days, or
3 alternatively, such a statement may be made in the Settlement Notice accompanying the check.
4 PAGA Members shall be bound by the Settlement whether or not they cash their Settlement Award
5 check.

6 20. Any unclaimed funds in the Settlement Administrator's QSF as a result of a failure
7 to timely cash a Settlement Award check shall be distributed to the California State Controller
8 Unclaimed Property Fund in that Class Member's name, subject to Court approval.

9 21. Pro Rata Increase: If the number of employees exceeds 650 or the number of pay
10 periods exceeds 31,920 by more than 10%, the GSA will increase pro rata per additional PAGA
11 member or additional pay period, whichever is greater. In the alternative, the number of employees
12 and/or the number of pay periods shall be capped at that number on the date such numbers are
13 reached.

14 RELEASED CLAIMS

15 22. Release by Aggrieved Employees: Upon approval by the Court of this Stipulation of
16 Settlement, all PAGA Members, including Plaintiff, on behalf of themselves and their former and
17 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully
18 release and discharge the Released Parties from any and all claims, causes of action, damages,
19 expenses, benefits, interest, penalties, attorneys' fees and costs, and any other form of relief or
20 remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted
21 based on the facts alleged and with respect to the claims asserted in Plaintiff's LWDA Notice Letter
22 and the Lawsuit for the entire PAGA Period.

23 23. Release by PAGA Counsel: PAGA Counsel release, on behalf of their present and
24 former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims
25 for PAGA penalties or attorneys' fees that were alleged or reasonably could have been alleged,
26 based on the facts stated in Plaintiff's Complaint and the LWDA Notice Letter during the PAGA
27 Period.

28 24. Plaintiff's Release: Upon approval by the Court of this Stipulation of Settlement,

1 Plaintiff and his former and present spouses, representatives, agents, attorneys (including PAGA
2 Counsel), heirs, administrators, successors, and assigns generally, release and discharge the
3 Released Parties from all claims, transactions, or occurrences that occurred during the PAGA
4 Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
5 based on the facts contained in the Complaint and the LWDA Notice Letter ("Plaintiff's Release").
6 Plaintiff's Release does not extend to any claims or actions to enforce this Stipulation of Settlement,
7 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
8 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the
9 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
10 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
11 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
12 or additional facts or Plaintiff's discovery of them.

13 25. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes
14 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
15 if any, of section 1542 of the California Civil Code, which reads: A general release does not extend
16 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at
17 the time of executing the release, and that if known by him or her would have materially affected
18 his or her settlement with the debtor or Released Party.

19 PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA SETTLEMENT

20 26. Plaintiff shall promptly submit this Stipulation of Settlement to the LWDA within
21 one (1) week of all signatures being obtained from Plaintiff and Defendant, and their respective
22 counsel. This Settlement shall remain confidential until filed with the Court. Promptly upon
23 execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for entry of an order
24 approving the PAGA Settlement consistent with the terms provided herein.

25 PARTIES' AUTHORITY

26 27. The signatories hereto hereby represent that they are fully authorized to enter into
27 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

28 MUTUAL FULL COOPERATION

1 28. The Parties agree to fully cooperate with each other to accomplish the terms of this
2 Stipulation of Settlement, including but not limited to, execution of such documents and taking such
3 other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
4 Once the Settlement is final and effective, the Parties agree to seek final dismissal of the Lawsuit.
5 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
6 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by
7 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth
8 herein. As soon as practicable after execution of this Stipulation of Settlement, PAGA Counsel
9 shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to
10 secure the Court's final approval of this Stipulation of Settlement.

11 NO PRIOR ASSIGNMENTS

12 29. The Parties and their counsel represent, covenant and warrant that they have not
13 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber
14 to any person or entity any portion of any liability, claim, demand, action, cause of action or right
15 herein released and discharged except as set forth herein.

16 NO ADMISSION

17 30. Nothing herein shall constitute any admission by Defendant of wrongdoing or
18 liability, or of the truth of any factual allegations in the Lawsuit. Nothing herein shall constitute an
19 admission by Defendant that the Lawsuit was properly brought as a representative action other than
20 for settlement purposes. To the contrary, Defendant has denied and continues to deny each and
21 every material factual allegation and alleged claim asserted in the Lawsuit. To this end, the
22 settlement of the Lawsuit, the negotiation and execution of this Stipulation of Settlement, and all
23 acts performed or documents executed pursuant to or in furtherance of this Stipulation of Settlement
24 or the settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence
25 of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations
26 in the Lawsuit; and are not, shall not be deemed to be, and may not be used as, an admission or
27 evidence of any fault or omission on the part of Defendant in any civil, criminal or administrative
28 proceeding any court, administrative agency or other tribunal.

1
2 CONSTRUCTION

3 31. The Parties hereto agree that the terms and conditions of this Stipulation of
4 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
5 through a third-party mediator, and this Stipulation of Settlement shall not be construed in favor of
6 or against any party by reason of the extent to which any party or his, her or its counsel participated
7 in the drafting of this Stipulation of Settlement. All Parties have contributed to the preparation and
8 drafting of this Stipulation of Settlement.

9 CAPTIONS AND INTERPRETATIONS

10 32. Paragraph titles or captions contained herein are inserted as a matter of convenience
11 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
12 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not
13 merely a recital.

14 MODIFICATION

15 33. This Stipulation of Settlement may not be changed, altered or modified, except in
16 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
17 may not be discharged except by performance in accordance with its terms or by a writing signed
18 by the Parties hereto.

19 INTEGRATION CLAUSE

20 34. This Stipulation of Settlement contains the entire agreement between the Parties
21 relating to the settlement transaction contemplated hereby, and all prior or contemporaneous
22 agreements, understandings, representations and statements, whether oral or written and whether by
23 a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except
24 in writing.

25 BINDING ON ASSIGNS

26 35. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
27 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

28 PAGA MEMBER SIGNATORIES

1 36. It is agreed that because the PAGA Members are so numerous, it is impossible or
2 impractical to have each PAGA Member execute this Stipulation of Settlement. Further, it is not
3 legally required for each PAGA Member to sign in order for the Settlement to be binding upon the
4 State of California and PAGA Members.

5 COUNTERPARTS

6 37. This Stipulation of Settlement may be executed in counterparts and by facsimile
7 signatures, and when each party has signed and delivered at least one such counterpart, each
8 counterpart, including email and PDF versions, shall be deemed an original and, when taken together
9 with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and
10 effective as to all Parties.

11 NO PUBLICITY MEDIA AND PRESS COMMUNICATIONS

12 38. Plaintiff agrees that he will not publicize this litigation or this Settlement in any
13 manner. Plaintiff and PAGA Counsel agree that they will not issue any press releases, initiate any
14 contact with the press, respond to any press inquiry, or have any communication with the press about
15 this case. If contacted by the press or media, Plaintiff may only state that the case has been resolved.
16 Plaintiff will refrain from discussing the terms or the fact of this Settlement with third parties other
17 than: (1) his immediate family members; and (2) his accountants or lawyers as necessary for tax
18 purposes. If he is asked by any person or entity about the matter, he may only state that the case has
19 been resolved.

20 NO TAX ADVICE

21 39. Neither Plaintiff, PAGA Counsel, nor Defendant's counsel are providing any advice
22 regarding taxes or taxability, nor shall anything in this Stipulation of Settlement be relied upon as
23 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
24 amended) or otherwise.

25 CONTINUING JURISDICTION OF THE COURT

26 40. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over
27 the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Stipulation of
28 Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing

1 such post-Judgment matters as are permitted by law.

2 41. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
3 conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from
4 the Judgment, including all rights to post-judgment and appellate proceedings, the right to file
5 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
6 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another
7 party appeals the Judgment, the Parties' obligations to perform under this Agreement will be
8 suspended until such time as the appeal is finally resolved and the Judgment becomes final, except
9 as to matters that do not affect the amount of the Net Settlement Amount.

10 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
11 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
12 below:

13 **PLAINTIFF AND PAGA REPRESENTATIVE**

14 Dated: Dec 6, 2023

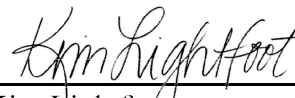
PLAINTIFF RANDALL CAMPO

16 By  Randall Campo (Dec 6, 2023 08:47 PST)
17 Randall Campo

18 **DEFENDANT**

19 Dated: 12/11/23

DEFENDANT HOLT OF CALIFORNIA

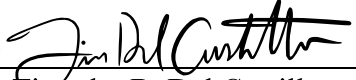
21 By  Kim Lightfoot
22 Kim Lightfoot
23 on Behalf of HOLT OF CALIFORNIA.

24 **APPROVED AS TO FORM**

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Dated: _____

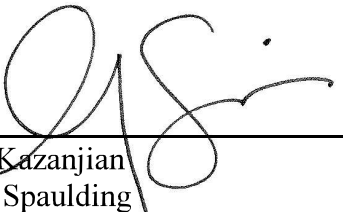
CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

By 

Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff

Dated: December 11, 2023

PALMER KAZANJIAN WOHL HODGSON,
LLP

By 

Larry Kazanjian
Hallie Spaulding
Attorneys for Defendant Holt of California

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Randall Campo	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 6794 McGuire Ct.	Requester's name and address (optional)
	6 City, state, and ZIP code Placerville, CA 95667	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
6	1	3	-	0	1	-	0	3	0 0
or									
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person ► 
Randall Campo (Dec 6, 2023 08:47 PST)

Date ► Dec 6, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

(Campo) Joint Stip re PAGA Settlement Final

Final Audit Report

2023-12-06

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