

JUSTICE LAW CORPORATION

Douglas Han (SBN 232858)

ghan@justicelawcorp.com

Shunt Tatavos-Gharajeh (SBN 272164)

statavos@justicelawcorp.com

751 N. Fair Oaks Ave., Suite 101

Pasadena, California 91103

Telephone: (818) 230-7502

Facsimile: (818) 230-7259

Attorneys for Plaintiffs Ana Vargas, Felipe Vega Gomez, and Yessica Alvarado

LEVINSON ARSHONSKY & KURTZ, LLP

Jennifer Raphael Komsky (SBN 190228)

JKomsky@laklawyers.com

15303 Ventura Boulevard., Suite 1650

Sherman Oaks, California 91403

Telephone: (818) 382-3434

Facsimile: (818) 382-3433

Attorney for Defendant Spates Fabricators, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ANA VARGAS, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

SPATES FABRICATORS, INC., a California
corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2100462

CLASS ACTION

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 10

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint Filed: February 1, 2021
Trial Date: None Set

1 This Joint Stipulation of Class Action Settlement (“Settlement,” “Agreement” or
2 “Settlement Agreement”) is made and entered between Ana Vargas, Felipe Vega Gomez, and Yessica
3 Alvarado (“Plaintiffs” or “Class Representatives”), on behalf of themselves and all others similarly
4 situated, and Defendant Spates Fabricators, Inc., a California corporation (“Defendant”)
5 (collectively, the “Parties”).

6 DEFINITIONS

7 The following definitions are applicable to this Settlement Agreement.

8 Definitions contained elsewhere in this Settlement Agreement will also be effective:

9 1. “Action” means *Vargas v. Spates Fabricators, Inc.*, Riverside County Superior Court
10 Case Number CVRI2100462.

11 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the Court
12 for Class Counsel’s litigation and resolution of this Action.

13 3. “Class Counsel” means Justice Law Corporation.

14 4. “Class List” means a complete list of all Class Members that Defendant will
15 diligently and in good faith compile from their records and provide to the Settlement Administrator
16 within twenty-one (21) days after Preliminary Approval of this Settlement. The Class List will be
17 formatted in Microsoft Office Excel and will include each Class Member’s: (a) full name; (b) last-
18 known mailing address; (c) Social Security Number; and (d) dates of employment and workweeks
19 worked as an hourly-paid or non-exempt employee in California during the Class Period.

20 5. “Class Member(s)” or “Class” means all current and former hourly-paid or non-
21 exempt employees employed by Defendant within the state of California at any time between
22 February 1, 2017 through June 9, 2022. “Class Members” shall not include any person who submits
23 a timely and valid Request for Exclusion. There are approximately one thousand three hundred six
24 (1,306) persons answering to this definition.

25 6. “Class Period” means the period from February 1, 2017 through June 9, 2022.

26 7. “Class Representative Enhancement Payments” means the amount approved by the
27 Court to be paid to each Plaintiff in recognition of their contributions to the Action on behalf of Class
28 Members and Eligible Aggrieved Employees, to be paid from the Maximum Settlement Amount.

1 8. “Court” means the Superior Court of California, County of Riverside.

2 9. “Defendant” means Spates Fabricators, Inc.

3 10. “Effective Date” means: (a) sixty (60) days after the Court’s entry of the order
4 granting final approval of the Settlement Agreement and Judgment if no an Objection has been made
5 or if an Objection was made and later withdrawn; or (b) twenty-one (21) days after the running of
6 the appeal period if an Objection is made but no appeal is filed; or (c) twenty-one (21) days after the
7 final Judgment becomes final and is no longer subject to appeal if an Objection is made and an
8 appeal is filed. It is the intention of the Parties the Settlement shall not become effective until the
9 Court’s Order Granting Final Approval approving the Settlement has become completely final and
10 Judgment has been entered in accordance with the terms of the Settlement, and no timely recourse
11 remains for an appellant or objector to contest the Settlement.

12 11. “Eligible Aggrieved Employees” means all current and former hourly-paid or non-
13 exempt employees employed by Defendant within the state of California at any time between June
14 10, 2021 through June 9, 2022.

15 12. “Individual PAGA Payments” means each Eligible Aggrieved Employee’s share of
16 twenty-five percent (25%) of the PAGA Payment. Eligible Aggrieved Employees will automatically
17 receive their Individual PAGA Payments even if they opt out of the Settlement.

18 13. “Individual Settlement Payment” means each Class Member’s share of the Net
19 Settlement Amount. Class Members will automatically receive their Individual Settlement Payments
20 unless they opt out of the Settlement. Class Members are not required to submit claim forms to
21 receive their share of the Individual Settlement Payments.

22 14. “Maximum Settlement Amount” means the amount of \$1,000,000, which is the
23 maximum amount to be paid by Defendant pursuant to this Settlement Agreement. The Maximum
24 Settlement Amount includes all Individual Settlement Payments to Class Members, Class
25 Representative Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to Class Counsel,
26 Settlement Administration Costs to the Settlement Administrator, and PAGA Payment to the Eligible
27 Aggrieved Employees and LWDA as specified in this Agreement.

28 ///

1 14(a). Defendant shall pay the employer's share of applicable payroll taxes due on
2 the portion of Individual Settlement Payments allocated to wages separately and in
3 addition to the Maximum Settlement Amount. Defendant will have no obligation to
4 pay any amount in connection with this Settlement Agreement apart from the
5 Maximum Settlement Amount and employer's share of applicable payroll taxes due
6 on the portion of Individual Settlement Payments allocated to wages.

7 14(b). No portion of the Maximum Settlement Amount will revert to Defendant.

8 15. "Net Settlement Amount" means the Maximum Settlement Amount less the Class
9 Representative Enhancement Payments, Attorneys' Fees and Costs, Settlement Administration
10 Costs, and PAGA Payment as specified in this Agreement.

11 16. "Notice of Class Action Settlement" means the notice of settlement, attached hereto
12 as **Exhibit A**, to be mailed to all members of the Class upon Preliminary Approval.

13 17. "Notice Packet" means the Notice of Class Action Settlement, Objection Form, and
14 Request For Exclusion that will be mailed to all members of the Class upon Preliminary Approval.

15 18. "Objection" means any written objection to this Settlement sent by a Class Member
16 to the Settlement Administrator as specified herein and in the Notice of Class Action Settlement. An
17 Objection to Settlement must be sent to the Settlement Administrator within the time limitations set
18 forth in this Agreement. Class Members and Eligible Aggrieved Employees can object to the class
19 action portion of the Settlement but cannot object to the PAGA portion of the Settlement.

20 19. "Objection Form" means the form Class Members can use to submit Objections
21 regarding this Settlement to the Settlement Administrator that must be postmarked on or before the
22 Response Deadline. The Objection Form must state the: (a) case name and number; (b) name of the
23 Class Member; (c) address and telephone number of the Class Member; (e) last four digits of the
24 Class Member's Social Security Number; and (f) basis for the Objection. Class Members and
25 Eligible Aggrieved Employees cannot use the Objection Form to object to the PAGA portion of the
26 Settlement. The Objection Form is attached hereto as **Exhibit B**, to be mailed to all members of the
27 Class upon Preliminary Approval.

28 20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

1 21. “PAGA Payment” means the payment made hereunder to the California Labor and
2 Workforce Development Agency (“LWDA”) and the Eligible Aggrieved Employees for settlement
3 of claims for civil penalties under PAGA. Eligible Aggrieved Employees will still receive their share
4 of the PAGA Payment even if they submit valid and timely Requests for Exclusion.

5 22. “PAGA Period” means the period from June 10, 2021 through June 9, 2022.

6 23. “Parties” means Plaintiffs and Defendant collectively.

7 24. “Plaintiffs” means Ana Vargas, Felipe Vega Gomez, and Yessica Alvarado.

8 25. “Preliminary Approval” means the Court order granting preliminary approval of the
9 Settlement Agreement.

10 26. “Released Claims” means all causes of action and factual or legal theories stated in
11 the operative complaints and those based solely upon the facts alleged in the operative complaints.
12 This includes all of the following claims for relief: (a) failure to pay all regular wages, minimum
13 wages, overtime wages, and sick leave due; (b) failure to provide proper meal and rest breaks and to
14 properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate, or properly
15 formatted wage statements and payroll records; (d) failure to reimburse necessary business
16 expenditures; (e) failure to pay waiting time penalties; (f) failure to timely pay wages during
17 employment and after employment; (g) engaging in unfair business practices that could have been
18 premised on the claims, causes of action or legal theories of relief described above or any of the
19 claims, causes of action or legal theories of relief pleaded in the operative complaints; (h) all claims
20 under PAGA, which shall only bind Plaintiffs and the State of California, that were described in
21 Plaintiff Vargas’ notice letter sent to the LWDA on June 10, 2022 and only to the extent these claims
22 were alleged in the operative complaints; and (i) all damages, penalties, interest, and other amounts
23 recoverable under said claims, causes of action or legal theories of relief. The period of the Released
24 Claims shall extend to the limits of the Class Period.

25 26(a). Eligible Aggrieved Employees do not release their claims for wages except as
26 otherwise provided by the preceding paragraph. Plaintiffs do not release Class
27 Members’ claims for wages if they submitted valid and timely Requests for
28 Exclusion. Defendant shall be entitled to a release of Released Claims occurring

1 during the Class Period only and during such time Class Members were classified as
2 hourly-paid or non-exempt employees. The Released Claims also exclude claims for
3 vested benefits, wrongful termination, unemployment insurance, disability, social
4 security, and workers' compensation.

5 27. "Released Parties" means Defendant together with its officers, directors, employees,
6 and agents.

7 28. "Request for Exclusion" means a timely written request by a Class Member to be
8 excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address,
9 telephone number and last four digits of the Social Security Number of the Class Member requesting
10 exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d)
11 clearly state the Class Member does not wish to be included in the Settlement; and (e) be postmarked
12 on or before the Response Deadline. Class Members and Eligible Aggrieved Employees cannot use
13 the Request for Exclusion form to exclude themselves from the PAGA portion of the Settlement.
14 The Request for Exclusion is attached hereto as **Exhibit C**, to be mailed to all members of the Class
15 upon Preliminary Approval.

16 29. "Response Deadline" means the deadline by which Class Members must postmark
17 to the Settlement Administrator Requests for Exclusion or Objection Forms to the Settlement. The
18 Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet
19 by the Settlement Administrator. If the forty-fifth (45th) day falls on a Sunday or Federal holiday, the
20 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

21 30. "Settlement Administrator" means Phoenix Class Action Administration Solutions
22 that will work with the Parties to administer this Settlement. The Parties each represent they do not
23 have a financial interest in the Settlement Administrator or otherwise have a relationship with the
24 Settlement Administrator that could create a conflict of interest.

25 31. "Settlement Administration Costs" includes all costs payable to the Settlement
26 Administrator for administering this Settlement. This includes, but is not limited to: (a) translating,
27 printing, distributing, and tracking notice and other documents for this Settlement; (b) tax reporting;
28 (c) setting up the interest-bearing Qualified Settlement Fund ("QSF"); (d) calculating and

1 distributing all payments to be made pursuant to this Settlement; and (e) providing necessary reports
2 and declarations as requested by the Parties.

3 32. “Workweek(s)” means the number of calendar weeks the Class Member and Eligible
4 Aggrieved Employee worked as a non-exempt or hourly-paid employee in California during the
5 Class Period and PAGA Period respectively.

6 33. “Workweek Value for Class Members” means the value of each compensable
7 Workweek by Class Members, as determined by the formula set forth in herein below.

8 34. “Workweek Value for Eligible Aggrieved Employees” means the value of each
9 compensable Workweek by Eligible Aggrieved Employees, as determined by the formula set forth
10 herein below.

11 **TERMS OF AGREEMENT**

12 Plaintiffs, on behalf of themselves and the Class, and Defendant agree as follows:

13 35. Funding of the Maximum Settlement Amount. Following the Effective Date,
14 Defendant will make a single payment of \$1,000,000 into the QSF, which the Settlement
15 Administrator will manage and establish. The Maximum Settlement Amount will be used to pay the:
16 (a) Individual Settlement Payments to Class Members; (b) Class Representative Enhancements
17 Payment to Plaintiffs; (c) Attorneys’ Fees and Costs to Class Counsel; (d) PAGA Payment to the
18 Eligible Aggrieved Employees and LWDA; and (e) Settlement Administration Costs to the
19 Settlement Administrator.

20 36. Attorneys’ Fees and Costs. Class Counsel will seek an award of Attorneys’ Fees and
21 Costs of no more than \$350,000 in attorney’s fees, (35% of the Maximum Settlement Amount) and
22 no more than \$20,000 in attorneys’ costs, and Defendant agrees not to oppose such application. All
23 Attorneys’ Fees and Costs will be paid from the Maximum Settlement Amount. Plaintiffs and Class
24 Counsel will not have the right to revoke this Settlement if the Court fails to approve the sum of
25 Attorneys’ Fees and Costs sought by Class Counsel. Any portion of the Attorneys’ Fees and Costs
26 not awarded to Class Counsel will be added to the Net Settlement Amount.

27 ///

28 ///

1 37. Class Representative Enhancement Payments. Plaintiffs will apply to the Court for
2 Class Representative Enhancement Payments of no more than \$10,000 to each Plaintiff (totaling
3 \$30,000) for their efforts and work in prosecuting the Action on behalf of Class Members and
4 Eligible Aggrieved Employees, and Defendant agrees not to oppose such application. The Class
5 Representative Enhancement Payments, which will be paid from the Maximum Settlement Amount,
6 will be in addition to Plaintiffs' right to Individual Settlement Payments pursuant to this Settlement.
7 Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class
8 Representative Enhancement Payments and will hold Defendant harmless from any claim or liability
9 for taxes, penalties, or interest arising as a result of the payments. Plaintiffs will not have the right
10 to revoke this Settlement if the Court fails to approve the amount sought by Plaintiffs as Class
11 Representative Enhancement Payments. Any portion of the Class Representative Enhancement
12 Payments not awarded to Plaintiffs will be added to the Net Settlement Amount.

13 38. Settlement Administration Costs. The Settlement Administrator will be paid for the
14 reasonable costs of administration of the Settlement and distribution of payments. These costs, which
15 will be paid from the Maximum Settlement Amount, will include, *inter alia*: (a) the required tax
16 reporting on the Individual Settlement Payments; (b) the issuing of 1099 IRS Forms; (c) preparing
17 and distributing Notice Packets; (d) setting up the QSF; (e) calculating and distributing all payments
18 to be made pursuant to the Settlement; and (f) providing necessary reports and declarations. The
19 Settlement Administration Costs will not exceed \$20,000. All the Settlement Administration Costs
20 shall be paid from the Maximum Settlement Amount upon completion of all duties required to be
21 performed by the Settlement Administrator under the terms of this Settlement or required by the
22 Court. Any portion of the Settlement Administration Costs not awarded to the Settlement
23 Administrator will be added to the Net Settlement Amount.

24 39. PAGA Payment. \$50,000 shall be allocated from the Maximum Settlement Amount
25 for settlement of claims for civil penalties under PAGA. The Settlement Administrator shall pay
26 seventy-five percent (75%) the PAGA Payment (\$37,500) to the LWDA and twenty-five percent
27 (25%) of the PAGA Payment (\$12,500) to Eligible Aggrieved Employees, on a pro rata basis, as
28 described in this Agreement. Each Eligible Aggrieved Employee's portion of the PAGA Payment

1 will be part of his or her Individual PAGA Payment. Eligible Aggrieved Employees will receive their
2 portion of the PAGA Payment even if they submit valid and timely Requests for Exclusion.

3 40. Individual Settlement Payment Calculations. Individual Settlement Payments to
4 Class Members will be calculated and apportioned from the Net Settlement Amount based on the
5 number of Workweeks a Class Member worked during the Class Period as an hourly-paid or non-
6 exempt employee in California. Such calculations will be made as follows:

7 40(a). The Settlement Administrator will first calculate the total number of
8 Workweeks worked by each Class Member as an hourly-paid or non-exempt
9 employee in California during the Class Period and the aggregate total Workweeks
10 worked by all Class Members as hourly-paid or non-exempt employees in California
11 during the Class Period.

12 40(b). To determine the estimated Individual Settlement Payments, the Settlement
13 Administrator will use the following formula: the Net Settlement Amount will be
14 divided by the aggregate total number of Workweeks worked by all Class Members
15 during the Class Period, resulting in the Workweek Value for Class Members. Each
16 Class Member's Individual Settlement Payment will then be calculated by
17 multiplying each individual Class Member's total number of Workweeks worked by
18 the Workweek Value for Class Members.

19 40(c). The entire Net Settlement Amount will be disbursed as Individual Settlement
20 Payments to Class. If there are any valid and timely Requests for Exclusion from
21 Class Members, the Settlement Administrator shall proportionately increase the
22 Individual Settlement Payment for each Class Member according to the number of
23 Workweeks worked, so that the amount distributed to the Class equals one hundred
24 percent (100%) of the Net Settlement Amount. Additionally, all interest accrued from
25 Defendant's payment into the QSF during the funding process and through
26 distribution will be added to the Net Settlement Amount and the Individual
27 Settlement Payments will be proportionally increased on a pro rata basis.

28 ///

1 41. Individual PAGA Payment Calculations. Individual PAGA Payments to Eligible
2 Aggrieved Employees will be calculated and apportioned from the twenty-five percent (25%) of the
3 PAGA Payment (\$12,500) based on the number of Workweeks an Eligible Aggrieved Employee
4 worked during the PAGA Period as an hourly-paid or non-exempt employee in California. Such
5 calculations will be made as such:

6 41(a). The Settlement Administrator will calculate the total number of Workweeks
7 worked by each Eligible Aggrieved Employees as an hourly-paid or non-exempt
8 employee in California during the PAGA Period and the aggregate total number of
9 Workweeks worked by all Eligible Aggrieved Employees as hourly-paid or non-
10 exempt employees in California during PAGA Period.

11 41(b). To determine the estimated Individual PAGA Payments, the Settlement
12 Administrator will use the following formula: the twenty-five percent (25%) of the
13 PAGA Payment (\$12,500) will be divided by the aggregate total number of
14 Workweeks worked by all Eligible Aggrieved Employees during the PAGA Period,
15 resulting in the Workweek Value for Eligible Aggrieved Employees. Each Eligible
16 Aggrieved Employee's Individual PAGA Payment will be then calculated by
17 multiplying each individual Eligible Aggrieved Employee's total number of
18 Workweeks worked by the Workweek Value for Eligible Aggrieved Employees.

19 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Class
20 Members under this Settlement, as well as any other payments made pursuant to this Settlement,
21 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
22 Members may be eligible. This includes but is not limited to: (a) profit-sharing plans; (b) bonus
23 plans; (c) 401(k) plans; (d) stock purchase plans; (e) vacation plans; (f) sick leave plans; (g) PTO
24 plans; and (h) any other benefit plan.

25 43. Settlement Administration Process. The Parties agree to cooperate in the
26 administration of the settlement and to make all reasonable efforts to control and minimize the costs
27 and expenses incurred in administration of the Settlement. Defendant agrees to fund the QSF by
28 making the above-described payment through the Settlement Administrator. The schedule and timing

1 of this Settlement is intended for the QSF to be fully funded at the point in time following final
2 approval and the effective date of the Settlement and when distribution of the approved payments
3 has been approved and ordered by the Court.

4 44. Delivery of the Class List. Within twenty-one (21) calendar days of entry of the
5 Court's Order Granting Preliminary Approval, Defendant will provide the Class List to the
6 Settlement Administrator.

7 45. Confirmation of Contact Information in the Class List and Undeliverable Notices.
8 Prior to mailing, the Settlement Administrator will perform a search based on the National Change
9 of Address Database for information to update and correct for any known or identifiable address
10 changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or
11 before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the
12 forwarding address affixed thereto, and the Settlement Administrator will indicate the date of such
13 remailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator
14 will promptly attempt to determine the correct address using an Accurint search/skip-trace and will
15 perform a single remailing.

16 46. Notice by First-Class U.S. Mail. Within ten (10) days after the Settlement
17 Administrator receives the Class List from Defendant, the Settlement Administrator will mail a
18 Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known
19 mailing addresses identified in the Class List.

20 47. Notice Packets. All Class Members will be mailed a Notice Packet, comprised of the
21 Notice of Class Action Settlement, Objection Form, and Request For Exclusion in the forms attached
22 as **Exhibits A, B, and C** respectively or as provided by Court order.

23 48. Disputed Information in the Notice Packets. Class Members will have an opportunity
24 to dispute the information provided in their Notice Packets. To the extent Class Members dispute
25 their employment dates or the number of Workweeks worked, Class Members may produce evidence
26 to the Settlement Administrator showing that such information is inaccurate. The Settlement
27 Administrator will advise the Parties of such dispute, allow Defendant five (5) business days to
28 respond with any additional information or records, and then decide the dispute. Defendant's records

1 will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by
2 the Class Member and Defendant and will make the final decision as to the merits of the dispute.

3 49. Requests for Exclusion. Any Class Member wishing to opt-out from the Settlement
4 must sign and postmark a valid and timely written Request for Exclusion to the Settlement
5 Administrator within the Response Deadline (no less than 45 calendar days from the initial mailing
6 of the Notice Packet by the Settlement Administrator). The postmark date will be the exclusive
7 means to determine whether a Request for Exclusion has been timely submitted. The Parties and
8 their counsel will not solicit or encourage any Class Member, directly or indirectly, to opt out of the
9 Settlement. A Class Member who properly submits a valid and timely request to be excluded from
10 the Action will not receive an Individual Settlement Payment, will not be bound by the class action
11 releases of the Settlement, and will not have standing to object to the Settlement. A Request for
12 Exclusion must be mailed to the Settlement Administrator at its address to be provided in the Notice
13 Packet. The Settlement Administrator will promptly transmit the requests for exclusion to the Parties'
14 counsel. Class Counsel will include all Requests for Exclusion received with Plaintiffs' motion for
15 final approval of the Settlement.

16 49(a). PAGA Portion of the Settlement. A Class Member who properly submits a
17 valid and timely request to be excluded from the Action will still receive his or her
18 Individual PAGA Payment if he or she is also an Eligible Aggrieved Employee. In
19 the other words, a Class Member will still be bound by the PAGA portion of this
20 Settlement even if he or she submits a valid and timely request to be excluded.

21 49(b). Defective Submissions. If a Class Member's Request for Exclusion is
22 defective as to the requirements listed herein, that Class Member will be given an
23 opportunity to cure the defect(s). Specifically, the Settlement Administrator will mail
24 the Class Member a curative letter within three (3) business days of receiving the
25 defective submission to advise the Class Member that his or her submission is
26 defective and that the defect must be cured to render the Request for Exclusion valid.
27 The Class Member will have until the later of: (1) the Response Deadline; or (2)
28 fifteen (15) calendar days from the date of the curative letter, whichever date is later,

1 to postmark a revised Request for Exclusion. If the revised Request for Exclusion is
2 not postmarked within that period, it will be deemed untimely.

3 49(c). Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
4 Member who does not affirmatively opt out of the Settlement by submitting a timely
5 and valid Request for Exclusion will be bound by all its terms, including those
6 pertaining to the Released Claims, as well as any Judgment that may be entered by
7 the Court if it grants final approval.

8 50. Objection Procedures. The Notice Packet shall state Class Members who wish to
9 object to the Settlement may do so by submitting an Objection Form to the Settlement Administrator
10 by the Response Deadline (no less than 45 calendar days from the initial mailing of the Notice Packet
11 by the Settlement Administrator). The postmark date of the filing and service will be deemed the
12 exclusive means for determining that the Objection is timely. The Settlement Administrator will
13 promptly provide any Objection Forms to the Parties' counsel upon receiving them. Class Counsel
14 will include all Objections received and Plaintiffs' response(s) with Plaintiffs' motion for final
15 approval of the Settlement. Class Members have the right to have their Objections heard at the Final
16 Approval/Settlement Fairness Hearing. However, Class Members are not required to appear at the
17 Final Approval/Settlement Fairness Hearing to have their Objections considered. Class Counsel will
18 not represent any Class Members with respect to any such Objections to this Settlement. Any Class
19 Members who request exclusion from the Settlement will not have standing to object to the
20 Settlement. If a Class Member objects to the Settlement, the Class Member will remain a member
21 of the Class. By extension, if the Court approves this Settlement, the objecting Class Member will
22 be deemed a Class Member and be bound by the terms of the Settlement and Final Approval in the
23 same way and to the same extent as a Class Member who did not object.

24 50(a). PAGA Portion of the Settlement. Class Members and Aggrieved Employees
25 cannot object to the PAGA portion of the Settlement.

26 ///

27 ///

28 ///

1 51. Settlement Administrator Reports. The Settlement Administrator will provide the
2 Parties' counsel a weekly report of the number of Class Members who have submitted valid Requests
3 for Exclusion, Objection Forms, and disputes regarding Workweeks worked calculations. The
4 Settlement Administrator will also provide the Parties' counsel any updated reports regarding the
5 administration of the Settlement Agreement as needed or requested.

6 52. Funding of the Qualified Settlement Fund. To facilitate the funding of the QSF for
7 distribution as detailed above, Defendant will make a single payment of the \$1,000,000 into the QSF
8 following the Effective Date. The Settlement Administrator will notify Defendant's counsel of the
9 account information to which Defendant will wire the payment into the QSF to fund the Maximum
10 Settlement Amount. Upon establishing the QSF, the Settlement Administrator will maintain the fund
11 through preliminary approval, settlement administration, and the final approval process.

12 53. Distribution and Timing of Payments: Within twenty-one (21) days of the Effective
13 Date and after Defendant has fully funded the QSF with the Maximum Settlement Amount, the
14 Settlement Administrator will issue payments to: (a) all Class Members who have not submitted a
15 valid and timely Request for Exclusion, including any Class Member whose notice was returned as
16 undeliverable; (b) Eligible Aggrieved Employees; (c) Plaintiffs; (d) Class Counsel; and (e) LWDA.
17 The Settlement Administrator will also issue a payment to itself for Court-approved services
18 performed in connection with the Settlement. The Settlement Administrator will pay Individual
19 Settlement Payments from the Net Settlement Amount to all Class Members who do not timely
20 request exclusion. The Settlement Administrator will also pay Individual PAGA Payments from the
21 twenty-five percent (25%) portion of the PAGA Payment to all Eligible Aggrieved Employees. The
22 Settlement Administrator will submit these payments by sending a check in the appropriate amount
23 to the Class Members at the address indicated in the Class List provided by Defendant, or as later
24 determined by the Settlement Administrator to be correct.

25 54. Uncashed Settlement Checks. Class Members will receive checks for their
26 Individual Settlement Payments and Individual PAGA Payments. Checks will remain negotiable for
27 one hundred twenty (120) calendar days ("Check-Cashing Deadline"). Any check not cashed within
28 one hundred twenty (120) calendar days will be void. The funds from the uncashed checks shall be

distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund. No later than ten (10) calendar days after the expiration of the 120-day period, the Settlement Administrator shall deposit the total amounts contained in the settlement checks, and all interest that has accrued, to the State Controller's Unclaimed Property Fund. The Settlement Administrator shall provide a declaration of deposit with the State Controller's Unclaimed Property Fund, which will be served on the Parties' counsel within ten (10) calendar days of payment of the residual to such beneficiary. Any costs associated with administering the remaining funds under this paragraph (e.g., bank stop-payment charges, settlement administration costs associated with any reserve amount) or payments to the State Controller's Unclaimed Property Fund will be deducted before the deposit into the State Controller's Unclaimed Property Fund.

55. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and the Parties' counsel.

56. Allocation of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) twenty percent (20%) as wages; and (b) eighty percent (80%) as interest, penalties, and reimbursement. All interest accrued from Defendant's payment into the QSF during the funding process and through distribution will be added to the Net Settlement Amount, and Individual Settlement Payments will be proportionally increased on a pro rata basis. The Settlement Administrator will be responsible for issuing to Class Members a form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties.

57. Allocation of Individual PAGA Payments. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment exceeds \$600.

58. Administration of Taxes by Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Class Members, and Class Counsel tax forms as may be required by law for all amounts paid and will be responsible for forwarding all taxes and penalties to the appropriate government authorities as may be required by law.

1 59. Tax Liability. Defendant makes no representation as to the tax treatment or legal
2 effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on any
3 statement, representation, or calculation by Defendant or by the Settlement Administrator in this
4 regard. Plaintiffs and Class Members understand and agree they will be solely responsible for the
5 payment of any taxes and penalties assessed on the payments described herein and will defend,
6 indemnify, and hold Defendant free and harmless from and against any claims resulting from
7 treatment of such payments as non-taxable damages.

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

1 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
2 CONTEMPLATED BY THIS AGREEMENT.

3 61. No Prior Assignments. The Parties and their counsel represent, covenant, and
4 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
5 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
6 action, cause of action or right herein released and discharged.

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

12 63. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
13 request the Preliminary Approval of the Settlement Agreement and the entry of a Preliminary
14 Approval Order for: (a) the conditional certification of the Class for settlement purposes only; (b)
15 preliminary approval of the proposed Settlement Agreement; and (c) setting a date for a Final
16 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
17 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary
18 Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of
19 this Settlement and will include the proposed Notice Packet.

20 64. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
21 deadlines to postmark Requests for Exclusion or Objection Forms to the Settlement Agreement, and
22 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
23 determine the Final Approval of the Settlement Agreement along with the amounts properly payable
24 for: (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) Class Representative
25 Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs.
26 Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class
27 Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at
28

1 the final approval hearing. The Final Approval/Settlement Fairness Hearing will not be held earlier
2 than thirty (30) days after the Response Deadline.

3 65. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
4 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
5 to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction
6 solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the
7 Settlement; (b) settlement administration matters; and (c) such post-Judgment matters as may be
8 appropriate under court rules or as set forth in this Settlement Agreement.

9 66. General Release by Plaintiffs. In consideration for the consideration set forth in this
10 Agreement, Plaintiffs, for themselves and their heirs, successors, and assigns waive, release, acquit,
11 and forever discharge the Released Parties from any and all claims, actions, charges, complaints,
12 grievances, and causes of action, of whatever nature, whether known or unknown, which exist or
13 may exist on Plaintiffs' behalf as of the date of this Agreement. This includes, but is not limited to,
14 any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims,
15 benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
16 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
17 meruit claims, and any and all claims arising under any federal, state or other governmental statute,
18 law, regulation or ordinance, including any claims arising under the California Fair Employment and
19 Housing Act (FEHA), the California Labor Code, the Wage Orders of California's Industrial Welfare
20 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
21 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title
22 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California
23 Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
24 California Business & Professions Code sections 17200, *et seq.*, and any and all claims arising under
25 any federal, state or other governmental statute, law, regulation or ordinance. Plaintiffs also hereby
26 expressly waive and relinquish any and all claims, rights or benefits they may have under Civil Code
27 section 1542, which provides as follows:

28 ///

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

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist. But Plaintiffs expressly agree to fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against Released Parties at the time of execution of this Agreement. This includes, but is not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant. The Parties further acknowledge, understand, and agree this representation and commitment is essential to the Agreement and that this Agreement would not have been entered were it not for this representation and commitment.

67. Release by All Class Members. Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and finally release and discharge the Released Parties from any and all of the Released Claims within the Class Period. This waiver and release will be final and binding on the Effective Date and will have every preclusive effect permitted by law. Plaintiffs and the Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the Released Claims. The discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims. By virtue of this Agreement, Plaintiffs and the Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims. The Parties understand and agree the scope of the release described in this paragraph: (a) is a material part of the consideration for this Agreement; (b) was critical in justifying the agreed upon economic value of this settlement and without it Defendant would not have agreed to the consideration provided; and (c) is narrowly drafted and necessary to ensure Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in the operative complaints in the Action.

1 68. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
2 set forth in any attached Exhibits, which are incorporated by reference as though fully set forth
3 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

4 69. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or publicize
5 the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
6 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,
7 except potential class members and as shall be contractually required to effectuate the terms of the
8 Settlement. For the avoidance of doubt, this paragraph means Plaintiffs and Class Counsel agree not
9 to issue press releases, communicate with, or respond to any media or publication entities, publish
10 information in manner or form, whether printed or electronic, on any medium or otherwise
11 communicate, whether by print, video, recording or any other medium, with any person or entity
12 concerning the Settlement, including the fact of the Settlement, its terms or contents and the
13 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
14 terms of the Settlement. But for the limited purpose of allowing Class Counsel to prove adequacy as
15 class counsel in other actions, Class Counsel may disclose the name of the Parties and the venue/case
16 number of this Action (but not any other settlement details).

17 70. No Unalleged Claims. Plaintiffs and Class Counsel represent they are not currently
18 aware of any: (a) unalleged claims in addition to, or different from, those which are finally and
19 forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts
20 or legal theories upon which any claims or causes of action could be brought against Defendant,
21 except such facts and theories specifically alleged in the operative complaints in these Action.
22 Plaintiffs and Class Counsel will further represent, other than the instant Action, they have no current
23 intention of asserting any other claims against Defendant in any judicial or administrative forum.
24 Plaintiffs and Class Counsel will further represent they do not currently know of or represent any
25 persons who have expressed any interest in pursuing litigation or seeking any recovery against
26 Defendant. The Parties acknowledge, understand, and agree the representations described in this
27 paragraph are essential to the Settlement and that this Settlement would not have been entered were
28 it not for this representation.

1 71. Escalator Clause. It is estimated there are approximately one thousand three hundred
2 six (1,306) Class Members with a sum of about 68,500 Workweeks during the Class Period. If the
3 number of Workweeks as of June 9, 2022 exceeds 68,500, the Parties agree Defendant will have the
4 option to increase the Maximum Settlement Amount by \$14.60 per additional Workweek beyond the
5 estimated 68,500 Workweeks.

6 72. Defendant's Option to Terminate. If more than two percent (2%) of the Class
7 Members submit timely and valid Requests for Exclusion, Defendant, at its sole option and by
8 written notice to Class Counsel, may terminate the Settlement, rendering the Settlement null and
9 void. If this occurs, the Parties will have no further obligations under the Settlement, including any
10 obligation by Defendant to pay the Maximum Settlement Amount. Defendant must exercise this
11 option by informing Class Counsel no later than five (5) business days after the expiration of the
12 Response Deadline. If Defendant exercises this option, Defendant shall be solely responsible for
13 Settlement Administration costs incurred up to that date.

14 73. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
15 of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
16 be deemed binding on the Parties. This provision has no application or impact on any arbitration
17 agreements, confidentiality agreements, employee handbooks or policies executed by a Class
18 Member during his or her employment with Defendant, which remain in full force and effect.

19 74. Amendment or Modification. This Settlement Agreement may be amended or
20 modified only by a written instrument signed by the Parties' counsel or their successors-in-interest.

21 75. Authorization to Enter Into the Settlement Agreement. The Parties' counsel warrant
22 and represent they are expressly authorized by the Parties whom they represent to negotiate this
23 Settlement and to take all appropriate action required or permitted to be taken by such Parties
24 pursuant to this Settlement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other
26 and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
27 reach agreement on the form or content of any document needed to implement the Settlement, or on
28

1 any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
2 the Parties shall refer the matter to the mediator Lynn S. Frank, Esq., for resolution.

3 76. Binding on Successors and Assigns. This Agreement will be binding upon, and inure
4 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 77. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
6 will be governed by and interpreted according to the laws of the State of California.

7 78. Execution and Counterparts. This Settlement Agreement is subject only to the
8 execution of all Parties. However, the Settlement may be executed in one or more counterparts. All
9 executed counterparts and each of them, including facsimile and scanned copies of the signature
10 page, will be deemed to be one and the same instrument if the Parties' counsel will exchange among
11 themselves original signed counterparts.

12 79. Acknowledgement the Settlement Agreement is Fair and Reasonable. The Parties
13 believe this Settlement is a fair, adequate, and reasonable settlement and have arrived at this
14 Settlement after arm's-length negotiations and in the context of adversarial litigation. The Parties
15 further acknowledge they are each represented by competent counsel and that they have had an
16 opportunity to consult with their counsel regarding the fairness and reasonableness of this
17 Settlement. In addition, the mediator may execute a declaration supporting the Settlement and the
18 reasonableness of the Settlement. The Court may, in its discretion, contact the mediator to discuss
19 the Settlement and whether the Settlement is objectively fair and reasonable.

20 80. Invalidity of Any Provision. Before declaring any provision of this Settlement
21 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
22 possible consistent with applicable precedents so as to define all provisions of this Settlement
23 Agreement valid and enforceable.

24 81. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
25 class certification for purposes of this Settlement only. Plaintiffs or Class Counsel may appeal any
26 reduction in Attorneys' Fees and Costs below the amount they request from the Court, and either
27 Party may appeal any court order that materially alters the Settlement Agreement's terms.
28

1 82. Non-Admission of Liability. The Parties enter this Settlement to resolve the dispute
2 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
3 entering this Settlement, Defendant does not admit, and specifically denies, it: (a) violated any
4 federal, state, or local law; (b) violated any regulations or guidelines promulgated pursuant to any
5 statute or any other applicable laws, regulations, or legal requirements; (c) breached any contract;
6 (d) violated or breached any duty; (e) engaged in any misrepresentation or deception; or (d) engaged
7 in any other unlawful conduct with respect to their employees. Neither this Settlement, nor any of
8 its terms or provisions, nor any of the negotiations connected with it, will be construed as an
9 admission or concession of any such violations or failures to comply with any applicable law. Except
10 as necessary in a proceeding to enforce the terms of this Settlement, this Settlement and its terms
11 and provisions will not be offered or received as evidence in any action or proceeding to establish
12 any liability or admission on the part of Defendant or to establish the existence of any condition
13 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

14 83. Waiver. No waiver of any condition or covenant contained in this Settlement or
15 failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute a
16 further waiver by such Party of the same or any other condition, covenant, right, or remedy.

17 84. Enforcement Action. If one or more of the Parties institutes any legal action or other
18 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
19 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
20 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
21 witness fees incurred in connection with any enforcement actions.

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

27 ///

28 ///

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

5 87. All Terms Subject to Final Court Approval. All amounts and procedures described
6 in this Settlement Agreement herein will be subject to final Court approval.

7 88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
8 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
9 this Settlement Agreement.

10 89. Binding Agreement. The Parties warrant they understand and have full authority to
11 enter this Settlement and further intend this Settlement will be fully enforceable and binding on all
12 Parties. The Parties also agree this Settlement will be admissible and subject to disclosure in any
13 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
14 otherwise might apply under federal or state law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SO AGREED AND STIPULATED.

PLAINTIFF

Dated: 07/22/2022 _____



Ana Vargas

PLAINTIFF

Dated: 08/03/2022 _____



Felipe Vega Gomez

PLAINTIFF

Dated: 07/22/2022 _____



Yessica Alvarado

DEFENDANT

Dated: _____

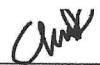
Spates Fabricators, Inc.
By:
Title:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SO AGREED AND STIPULATED.

PLAINTIFF

Dated: 07/22/2022



Ana Vargas

PLAINTIFF

Dated: 08/03/2022



Felipe Vega Gomez

PLAINTIFF

Dated: 07/22/2022



Yessica Alvarado

DEFENDANT

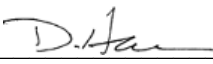
Dated: 8/22/22



Spates Fabricators, Inc.
By: Brent T. Spater
Title: CFO

1 DATED: August 4, 2022

JUSTICE LAW CORPORATION

2 By 
3 Douglas Han
4 Shunt Tatavos-Gharajeh
5 Attorneys for Plaintiffs

6 DATED: 8/26/2022

LEVINSON ARSHONSKY & KURTZ, LLP

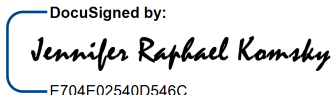
7 DocuSigned by:
8 
9 Jennifer Raphael Komsky
10 Attorneys for Defendant
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY RIVERSIDE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

ANA VARGAS, individually, and on behalf of other
members of the general public similarly situated;

Plaintiff,

vs.

SPATES FABRICATORS, INC., a California
corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2100462

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 10

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains the settlement that has been reached in the cases entitled *Ana Vargas v. Spates Fabricators, Inc.* (Case No. CVRI2100462) (the “Action”).

You are receiving this notice because the records of Defendant Spates Fabricators, Inc. (“Defendant”) indicate you are a current or former hourly-paid or non-exempt employee employed by Defendant within the state of California at any time between February 1, 2017 through June 9, 2022 (“Class,” “Class Member” and “Class Period”). You are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will not affect your employment with Defendant in any way whatsoever.

The Court has ordered this notice be sent to you because Defendant’s records indicate you are or were employed by Defendant as a Class Member. The purpose of this notice is to inform you of the proposed settlement of the Action. The notice is intended to: (1) describe the settlement, including how the settlement funds will be allocated and how the settlement may affect you; and (2) advise you of your rights and options with respect to the settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On February 1, 2021, Plaintiff Ana Vargas (“Plaintiff Vargas”), a former employee of Defendant, filed a class action lawsuit in the Superior Court of California, County of Riverside, Case Number CVRI2100462, alleging the following violations: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code sections 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code sections 17200.

On June 9, 2022, Plaintiff Vargas and Defendant (collectively, known as the “Parties”) attended mediation with the mediator Lynn S. Frank, a well-respected mediator of class action lawsuits. Under the guidance of the mediator, the Parties eventually reached a settlement.

Pursuant to the settlement, Plaintiff Vargas provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions on June 10, 2022. Plaintiff Vargas also filed a First Amended Complaint that: (a) adjusted the Class definition; (b) added a cause of action for violation of Labor Code sections 2698 (Private Attorneys General Act of 2004 (“PAGA”)); and (c) added Felipe Vega Gomez and Yessica Alvarado, other former employees of Defendant, as additional plaintiffs. Hereafter, Plaintiff Vargas, Felipe Vega Gomez, and Yessica Alvarado will be collectively referred to as “Plaintiffs.”

Defendant denies it violated the law in any way and further denies the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice of Class Action Settlement, or the settlement itself, or any actions to carry out the terms of the settlement, means Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court has not ruled on whether Plaintiffs’ allegations have any merit. By granting preliminary approval of the settlement, the Court has only determined there is sufficient evidence to suggest the proposed settlement might be fair, adequate, and reasonable, and any final determination of these issues will be made at the Final Approval Hearing. To avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the Parties have agreed to resolve this matter in the amount of \$1,000,000. Class Members who do not exclude themselves from the settlement are entitled to receive a portion of this amount. This settlement is **not** an admission by Defendant of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The “Class” and “Class Members” are defined as all current and former hourly-paid or non-exempt employees employed by Defendant within the state of California at any time between February 1, 2017 through June 9, 2022. A “non-exempt employee” means an employee who is entitled to minimum wage and overtime wage pay if the employee worked more than eight (8) hours in a day or more than forty (40) hours in a week.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The following will occur when the settlement administration is completed, and the Court grants final approval to the settlement:

A. Defendant will pay \$1,000,000 to settle the claims of all Class Members (“Maximum Settlement Amount”). Defendant will make a single payment of \$1,000,000 into an interest-bearing Qualified Settlement Fund, which the Settlement Administrator will manage and establish, following the Effective Date.

- 1)** The Effective Date is: (a) sixty (60) days after the Court’s entry of the order granting final approval of the Settlement Agreement and Judgment if no an Objection has been made or if an Objection was made and later withdrawn; or (b) twenty-one (21) days after the running of the appeal period if an Objection is made but no appeal is filed; or (c) twenty-one (21) days after the final Judgment becomes final and is no longer subject to appeal if an Objection is made and an appeal is filed.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay the following out of the Maximum Settlement Amount:

- 1) the Class Counsel's attorneys' fees of up to \$350,000;
- 2) the Class Counsel's attorneys' costs as reimbursement for litigation costs and expenses incurred of up to \$20,000;
- 3) the Settlement Administration Costs to the Settlement Administrator of up to \$20,000;
- 4) the Class Representative Enhancement Payments of up to \$10,000 to each Plaintiff (totaling \$30,000); and
- 5) the PAGA Payment of \$50,000 to resolve claims under PAGA, seventy-five percent (75%) of which (\$37,500) will be paid to the LWDA and twenty-five percent (25%) of which (\$12,500) will be distributed to the Eligible Aggrieved Employees, on a pro rata basis, discussed in detail below.

C. The Net Settlement Amount refers to the Maximum Settlement Amount less the above-mentioned Attorneys' Fees and Costs, Class Representative Enhancement Payments, Settlement Administration Costs, and PAGA Payment. The Net Settlement Amount is estimated to be \$530,000, and it will be distributed in its entirety through the Individual Settlement Payments that will be sent to the Class Members, described in detail below.

V. INDIVIDUAL SETTLEMENT PAYMENTS

Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will calculate the total number of Workweeks worked by each Class Member as an hourly-paid or non-exempt employee in California during the Class Period and the aggregate total Workweeks worked by all Class Members as hourly-paid or non-exempt employees in California during the Class Period.

Next, to determine the estimated Individual Settlement Payments, the Settlement Administrator will use the following formula: the Net Settlement Amount will be divided by the aggregate total number of Workweeks worked by all Class Members during the Class Period, resulting in the Workweek Value for Class Members. Each Class Member's Individual Settlement Payment will then be calculated by multiplying each individual Class Member's total number of Workweeks worked by the Workweek Value for Class Members.

If you do not opt out of the settlement, you will be eligible to receive an Individual Settlement Payment, less applicable taxes. **It has been determined that the number of Workweeks you worked for Defendant as a Class Member during the Class Period is: [REDACTED]. Your estimated Individual Settlement Payment is: \$[REDACTED].**

The estimated range of the Individual Settlement Payments are \$[REDACTED] on the low end and \$[REDACTED] on the high end.

VI. WHAT IS A REPRESENTATIVE PAGA ACTION?

A representative PAGA action is a type of representative lawsuit authorized by the Labor Code section 2698 (Private Attorneys General Act of 2004), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is

acting as an agent of California’s labor law enforcement agencies, who have the power to initiate an enforcement action directly.

A representative PAGA action is different from a class action in that an employee filing a representative PAGA action is not resolving the claims of other similarly situated employees. Instead, the employee acting as an agent of the State of California to obtain penalties for themselves and aggrieved employees for Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the number of Labor Code violations committed by the employer, a portion of which (75%) must be paid to the State of California.

Members of a class action have the right to opt out of, or exclude themselves from, the class action. Class members who opt out will not be bound by the terms of any judgment issued by the Court in the class action. Class members who do not opt out will be bound by the terms of any judgment issued and will be precluded from bringing any claims that were or that could have been brought against the employer in the lawsuit in which the individual was a class member. Conversely, aggrieved employees do not have the right to opt out of (or object to) a representative PAGA action. However, aggrieved employees retain the right to pursue the class claims if they timely opt out of the settlement as further discussed in Section IX of this notice.

VII. ELIGIBLE AGGRIEVED EMPLOYEES AND INDIVIDUAL PAGA PAYMENTS

“Eligible Aggrieved Employees” mean all current and former hourly-paid or non-exempt employees employed by Defendant within the state of California at any time between June 10, 2021 through June 9, 2022 (“Eligible Aggrieved Employees” and “PAGA Period”).

As stated above, twenty-five percent (25%) of the PAGA Payment (\$12,500) will be distributed to Eligible Aggrieved Employees, on a pro rata basis, which will be known as their Individual PAGA Payments. An Eligible Aggrieved Employee’s Individual PAGA Payment will be based on the number of Workweeks an Eligible Aggrieved Employee worked during the PAGA Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will calculate the total number of Workweeks worked by each Eligible Aggrieved Employees as an hourly-paid or non-exempt employee in California during the PAGA Period and the aggregate total number of Workweeks worked by all Eligible Aggrieved Employees as hourly-paid or non-exempt employees in California during PAGA Period.

To determine the estimated Individual PAGA Payments, the Settlement Administrator will use the following formula: the twenty-five percent (25%) of the PAGA Payment (\$12,500) will be divided by the aggregate total number of Workweeks worked by all Eligible Aggrieved Employees during the PAGA Period, resulting in the Workweek Value for Eligible Aggrieved Employees. Each Eligible Aggrieved Employee’s Individual PAGA Payment will be then calculated by multiplying each individual Eligible Aggrieved Employee’s total number of Workweeks worked by the Workweek Value for Eligible Aggrieved Employees.

Eligible Aggrieved Employees will receive their Individual PAGA Payments even if they opt out of the class action portion of the settlement. In other words, Class Members and Eligible Aggrieved Employees cannot exclude themselves from or object to the PAGA portion of the settlement.

It has been determined the number of Workweeks you worked for Defendant as an Eligible Aggrieved Employee during the PAGA Period is: [REDACTED]. Your estimated Individual PAGA Payment is: \$ [REDACTED].

///

VIII. RELEASED CLAIMS

If the Court grants final approval of the settlement and you do not opt out of the settlement, then you will release Defendant from all causes of action and factual or legal theories stated in the operative complaints and those based solely upon the facts alleged in the operative complaints. This includes all of the following claims for relief: (1) failure to pay all regular wages, minimum wages, overtime wages, and sick leave due; (2) failure to provide proper meal and rest breaks and to properly provide premium pay in lieu thereof; (3) failure to provide complete, accurate, or properly formatted wage statements and payroll records; (4) failure to reimburse necessary business expenditures; (5) failure to pay waiting time penalties; (6) failure to timely pay wages during employment and after employment; (7) engaging in unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints; (8) all claims under PAGA, which shall only bind Plaintiffs and the State of California, that were described in Plaintiff Vargas' notice letter sent to the LWDA on June 10, 2022 and only to the extent these claims were alleged in the operative complaints; and (9) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief. The period of the Released Claims shall extend to the limits of the Class Period ("Released Claims").

The parties that will be released of the Released Claims include Defendant together with its officers, directors, employees, and agents ("Released Parties").

IX. WHAT ARE MY OPTIONS?

A. *You may accept your share of the Maximum Settlement Amount and be bound by the release of all claims described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred twenty (120) calendar days from the date on which it is issued. After the one hundred twenty (120) calendar days expire, the check will become void and the funds from the uncashed checks shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund; or

B. *You may exclude yourself from the settlement, in which case you will not receive your Individual Settlement Payment, and you will not be bound by the class action portion of the settlement.* If you choose to be excluded from the class action portion of the settlement, by no later than [ENTER DATE] (within 45 calendar days after the initial mailing of this Notice Packet), you must complete the "Request for Exclusion" form included in this Notice Packet and mail the Request for Exclusion form to the Settlement Administrator, Phoenix Class Action Administration Solutions ("Phoenix"), located at [REDACTED]. To be valid, your exclusion request must include the information contained within the "Request for Exclusion" form along with your signature. As stated above, Class Members and Eligible Aggrieved Employees cannot opt out of the PAGA portion of the settlement, meaning they will still receive their Individual PAGA Payments even if they submit valid and timely Request for Exclusion forms; or

C. *You may object to the class action portion of the settlement.* The procedures for objecting to the class action portion of the settlement are included in the "Objection Form" included in this Notice Packet. As stated above, Class Members and Eligible Aggrieved Employees cannot object to the PAGA portion of the settlement. A more detailed explanation on the "Objection Form" and how to object is provided below under Section XI of this notice.

///

///

X. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a check. Your portion of the Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment as a portion of the PAGA Payment (if you are also an Eligible Aggrieved Employee) will be paid out in a single payment.

B. All Individual Settlement Payments will be allocated as follows: (1) twenty percent (20%) as wages; and (2) eighty percent (80%) as interest, penalties, and reimbursement. The Settlement Administrator will be responsible for issuing to Class Members a form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment exceeds \$600.

D. While the Settlement Administrator will make its best effort to ensure you receive your Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment, you are encouraged to notify either the Settlement Administrator, Class Counsel, or Defendant's counsel regarding any changes to your contact information.

E. It is important for the Parties to have your current address to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

XI. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you believe the settlement is unfair, and you want to tell the Court and the proponents of the settlement why you oppose it, you have a right to object to the settlement and tell the Court the reasons why you do not agree with the settlement. When you object to the settlement, you have an opportunity to explain to the judge why you believe the settlement is unfair and should not be finally approved. These procedures are your only opportunity to object to the settlement and ask the Court to listen to your point of view.

To object, you must fill out the "Objection Form" included in this Notice Packet. Moreover, you must also explain your reasoning under the "I object to the class action portion of the Settlement for the following reasons" portion of the "Objection Form." If you object to the settlement, you will also have the right to appear at the Final Approval Hearing. However, you are not required to appear Final Approval Hearing to have your objection considered. Moreover, you may appear at the Final Approval Hearing even if you do not submit an Objection Form. You must either mail or fax the "Objection Form" to the Settlement Administrator, Phoenix, located at [REDACTED]. Phoenix's fax number is [REDACTED]. The "Objection Form" must be postmarked by [REDACTED] (within 45 calendar days after the initial mailing of this Notice Packet).

XII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on [REDACTED] at [REDACTED], in Department 10 of the Riverside Superior Court (Historic Courthouse), located at the 4050 Main Street, Riverside, California 92501 to decide whether the proposed settlement is fair, reasonable, and adequate. The Settlement Administrator will give notice to Class Members of any continuance of the Final Approval Hearing by mail.

You are not required to attend the Final Approval Hearing. Class Counsel and the Class Members will answer any questions the Court may have. But you are welcome to attend the Final Approval Hearing at your own expense.

XIII. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement and any papers filed in the Action, which are on file with the Clerk of the Court, Case Number CVRI2100462. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the clerk's office of the Riverside Superior Court (Historic Courthouse), located at 4050 Main Street, Riverside, California 92501. You can also find the settlement ("Joint Stipulation of Class Action Settlement") by accessing the Court's website at <<https://epublic-access.riverside.courts.ca.gov/public-portal/>>. The most recent version of the settlement was attached to the [REDACTED] that was filed with the Court on [REDACTED].

If you have any questions, you can call the Settlement Administrator, Phoenix, at [REDACTED] or the Parties' counsel (see below for phone numbers, email information, and physical mailing address.)

ATTORNEYS REPRESENTING PLAINTIFFS AND THE CLASS

JUSTICE LAW CORPORATION

Douglas Han
Shunt Tatavos-Gharajeh
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Tel: (818) 230-7502; Fax: (818) 230-7259
dhan@justicelawcorp.com
statavos@justicelawcorp.com

ATTORNEYS REPRESENTING DEFENDANT

LEVINSON ARSHONSKY & KURTZ, LLP

Jennifer Raphael Komsky
15303 Ventura Boulevard., Suite 1650
Sherman Oaks, California 91403
Tel: (818) 382-3434; Fax: (818) 382-3433
jkomsky@laklawyers.com

PLEASE DO NOT CALL THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT B

OBJECTION FORM

Ana Vargas v. Spates Fabricators, Inc.
Case No. CVRI2100462

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section VIII of the accompanying notice.
OBJECT	If you so choose, you may object to the class action portion of the Settlement.

TO OBJECT TO THE CLASS ACTION PORTION OF THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND DELIVER OR RETURN THIS FORM POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE CLASS
ACTION PORTION OF THE SETTLEMENT.**

I object to the class action portion of the Settlement for the following reasons:

(Attach additional pages if necessary.)

Signed on _____, 2022

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION
Ana Vargas v. Spates Fabricators, Inc.
Case No. CVRI2100462

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section VIII of the accompanying notice.
OBJECT	If you so choose, you may object to the class action portion of the Settlement.

TO EXCLUDE YOURSELF FROM THE CLASS ACTION PORTION OF THE SETTLEMENT YOU MUST FILL OUT, SIGN, AND DELIVER OR RETURN THIS FORM POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO THE PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS ACTION PORTION OF THE SETTLEMENT. IF YOU WANT TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

I UNDERSTAND THAT IF I SUBMIT THIS REQUEST FOR EXCLUSION, IT WILL ONLY RESULT IN MY EXCLUSION FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. IN OTHER WORDS, I WILL STILL BE BOUND TO THE PAGA PORTION OF THE SETTLEMENT AND WILL STILL RECEIVE MY INDIVIDUAL PAGA PAYMENT EVEN IF I SUBMIT THIS REQUEST FOR EXCLUSION.

By signing and completing the below, I agree to the following:

I do not want to participate in the class action portion of the Settlement in *Ana Vargas v. Spates Fabricators, Inc.*, Case No. CVRI2100462. I understand that by not participating and excluding myself from the class action portion of the Settlement, I will not receive an Individual Settlement Payment. I also understand even if I submit this form, I will still be bound by the PAGA portion of the Settlement and receive my Individual PAGA Payment.

Signed on _____, 2022

Signature: _____

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

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

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

on interested parties in this action by electronically submitting as follows:
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

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

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

Maith Andauer

Mariah Anderson