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RUST-OLEUM CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

PABLO C. ANAYA, on behalf of himself and
all others similarly situated,

Plaintiffs,

v.

RUST-OLEUM CORPORATION, a Delaware
corporation; and DOES 1 through 100,
Inclusive,

Defendants.

CASE NO. CVRI2100430

[Assigned for all purposes to the Hon. Angel
M. Bermudez – Dept. S302]

**PLAINTIFF PABLO C. ANAYA, AND
DEFENDANT RUST-OELUM
CORPORATION'S JOINT
STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION
AND PAGA CLAIMS**

Complaint File: February 1, 2021

1 This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims
2 (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and
3 entered into by and between (a) Plaintiff Pablo C. Anaya (hereinafter referred to as “Class
4 Representative” or “Plaintiff”), and on behalf of the Class and Aggrieved Employees (as
5 defined below), and (b) Defendant Rust-Oleum Corporation (“Defendant”) (Plaintiff and
6 Defendant hereinafter collectively referred to as the “Parties”).

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

9 1. “Action” shall mean the action entitled *Pablo Anaya v. Rust-Oleum Corporation*,
10 Riverside County Superior Court, Case no. CVRI2100430.

11 2. “PAGA Letter” shall mean the PAGA letter Plaintiff submitted to the LWDA to
12 include all claims alleged in the Operative Complaint.

13 3. “Class Counsel” shall mean Michael Nourmand, Esq. and James A. De Sario, Esq.
14 of The Nourmand Law Firm, APC.

15 4. “Class Members” shall mean all current and former non-exempt, hourly paid
16 employees of Defendant who worked in California at any time from August 1, 2016, through the
17 date Preliminary Approval is granted, or a sooner date per the procedure set forth in Paragraph 73
18 below, at Defendant’s option (“Settlement Class Members”).

19 5. “Class Period” shall mean August 1, 2016,¹ through the date Preliminary Approval
20 is granted, or a sooner date per the procedure set forth in Paragraph 73 below, at Defendant’s option.

21 6. “Class Released Claims” shall have the meaning ascribed to it in Paragraph 62(a)-
22 (c) below.

23 7. “Class Representative” or “Plaintiff” shall mean Plaintiff Pablo C. Anaya.

24 8. “Court” shall mean the Superior Court of the State of California for the County of
25 Riverside.

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27
28 ¹ This start date takes into account the six-month tolling period related to the COVID-19 pandemic.

1 9. **“Court’s Final Order and Judgment”** means the Final Order Approving Class
2 Action and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved
3 by the Court.

4 10. **“Defendant’s Counsel”** shall mean Elizabeth Staggs-Wilson and Luis E. Lorenzana
5 of Littler Mendelson, P.C.

6 11. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 38, below.

7 12. **“Final Approval Hearing”** shall mean the hearing where the Court shall consider,
8 without limitations, any timely objections to the Settlement from Settlement Class Members,
9 testimony from the Parties or their counsel, declarations regarding the claims process from the
10 Settlement Administrator, and otherwise make a final determination regarding the fairness of the
11 Settlement as set forth herein.

12 13. **“Gross Settlement Amount”** shall refer to Five Hundred-Fifty Thousand Dollars
13 and Zero Cents (\$550,000.00), which is the maximum amount that Defendant will pay pursuant to
14 this Settlement, excluding Defendant’s share of payroll taxes, which shall be paid by Defendant
15 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
16 reversionary.

17 14. **“Incentive Award”** shall mean the payment made to Plaintiff in his capacity as a
18 Class Representative, which sum is over and above his Individual Settlement Payment.

19 15. **“Individual Settlement Payment”** will be the portion of the Net Settlement Amount
20 payable to a Settlement Class Member.

21 16. **“Net Settlement Amount”** shall have the meaning ascribed to it in Paragraph 42,
22 below.

23 17. **“Notice of Proposed Settlement”** or **“Notice”** means the Notice of Pendency of
24 Class Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

25 18. **“Operative Complaint”** shall mean the First Amended Class Action Complaint for
26 (1) failure to pay minimum and failure to pay and/or accurately calculate overtime wages (Violations
27 of Labor Code §§ 200, 218.5, 510, 1194, 1194.2, 1197, and 1197.1); (2) failure to provide meal
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1 periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 512 and
2 226.7, and the applicable Wage Order); (3) failure to provide rest periods or pay premiums in lieu
3 thereof at the regular rate (Violation of Labor Code § 226.7, and the applicable Wage Order); (4)
4 failure to furnish timely and accurate wage statements (and failure to keep payroll records (Violation
5 of Labor Code §§ 210, 204 226 and 1174); (5) failure to timely pay wages during and upon
6 termination of employment (Violation of Labor Code §§ 201, 202, 203, 218, 218.5 and 218.6); (6)
7 violation of California's Unfair Competition Law based upon the alleged Labor Code violations
8 (Violation of Business & Professions Code § 17200 *et seq.*); (7) failure to reimburse for business
9 expenses (Violation of Labor Code §§ 2800 and 2802); and (8) violation of the California Private
10 Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*) predicated on the same or similar facts
11 and/or claims alleged in the Lawsuit and/or any PAGA letter sent to the LWDA by Plaintiff in or
12 prior to the Lawsuit, as well as any claims that could have been pled under the California Labor
13 Code and California Industrial Welfare Commission Wage Orders.

14 19. "PAGA" shall mean the California Labor Code Private Attorneys General Act,
15 Labor Code §§ 2698 *et seq.*

16 20. "PAGA Employee" or "Aggrieved Employee" shall mean all persons who are Class
17 Members who were employed at any time during the PAGA Period.

18 21. "PAGA Payment" means the payment to the State of California Labor and
19 Workforce Development Agency ("LWDA") and the PAGA Employees in settlement of all claims
20 for PAGA penalties.

21 22. "PAGA Employee Payments" means the payment issued to each PAGA Employee
22 for his/her/their share of the PAGA Payment.

23 23. "PAGA Period" shall mean August 1, 2019, through the date the Court grants
24 preliminary approval of this Settlement or a sooner date per the procedure set forth in Paragraph 73
25 below, at Defendant's option.

26 24. "Parties" shall refer to the Plaintiff and Defendant, each of whom is a "Party."

27 25. "Released Parties" collectively shall encompass Defendant and any of its past,
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1 present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates,
2 including but not limited to Rust-Oleum Corporation, as well as each of its past, present and future
3 officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers,
4 reinsurers, and any individual or entity which could be jointly liable with Defendant.

5 26. "Settlement Administrator" shall mean Simpluris, Inc.

6 27. "Settlement Class Members" shall mean the individual Class Members who did not
7 opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph 55.

8 RECITALS

9 28. In the Action, Plaintiff alleged causes of action for: 1) failure to pay minimum and
10 failure to pay and/or accurately calculate overtime wages; (2) failure to provide meal periods or pay
11 premiums in lieu thereof at the regular rate; (3) failure to provide rest periods or pay premiums in
12 lieu thereof at the regular rate; (4) failure to furnish timely and accurate wage statements and failure
13 to keep payroll records; (5) failure to timely pay wages during and upon termination of employment
14 (6) violation of California's Unfair Competition Law based upon the alleged Labor Code violations;
15 and (7) failure to reimburse for business expenses; and (8) Enforcement of Labor Code § 2698 *et*
16 *seq.* (PAGA).

17 29. Following exchange and extensive review of relevant documents and class data, on
18 July 22, 2022, the Parties engaged in a full-day mediation with experienced wage and hour class
19 action mediator Francis J. Ortman III, Esq., which resulted in a settlement.

20 30. Defendant denies any liability or wrongdoing of any kind whatsoever associated with
21 the claims in the Action, and further denies that, for any purpose other than settling this Action, this
22 Action is appropriate for class action or representative treatment.

23 31. It is the Parties' desire to fully, finally and forever settle, compromise and discharge
24 all disputes and claims arising from or related to the allegations of this Action, as to each other.

25 32. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and
26 complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in
27 Paragraphs 62 and 63 below) against all Released Parties.

1 33. It is the Parties' intention that this Settlement shall not become effective until the
2 Effective Date, as defined in Paragraph 38, below.

3 34. Class Counsel have conducted a thorough investigation into the facts of this Action,
4 including an extensive review of relevant documents and data, and have diligently pursued an
5 investigation of the Class Members' claims against Defendant. Based on their own independent
6 investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
7 fair, reasonable and adequate and is in the best interest of the Class Members in light of all known
8 facts and circumstances, including the risks of the class not being certified, and the defenses asserted
9 by Defendant. Defendant and Defendant's Counsel also agree that the Settlement is in the best
10 interests of the Class Members. Counsel for the Parties further agree that the Settlement is fair,
11 reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

12 35. The Parties agree to cooperate and take all steps necessary and appropriate to
13 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

14 **TERMS OF SETTLEMENT**

15 36. In consideration of the mutual covenants, promises and agreements set forth herein,
16 the Parties agree, subject to the Court's approval, to the terms herein.

17 37. It is agreed by and between Plaintiff and Defendant that this Action and any claims,
18 demands, liabilities, penalties, damages or causes of action of any kind whatsoever against
19 Defendant claimed by Plaintiff on behalf of himself, the Class Members, and/or the PAGA
20 Employees arising out of the disputes which are the subject of this Action, be settled and
21 compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the
22 Court's approval.

23 38. Effective Date: The Settlement embodied in this Stipulation of Settlement shall
24 become effective when all of the following events have occurred ("Effective Date"): (i) this
25 Stipulation of Settlement has been executed by Plaintiff, Defendant, Class Counsel and Defendant's
26 Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been
27 sent to the Class Members, providing them the opportunity to object to the Settlement, and the
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1 opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court
2 has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (vi) the
3 later of the following events: (A) five (5) calendar days after the period for filing any appeal, writ
4 or other appellate proceeding opposing the Final Approval has elapsed without any appeal, writ or
5 other appellate proceeding having been filed (*i.e.*, sixty-five (65) days from the date the court grants
6 final approval); or (B) if any appeal, writ, or other appellate proceeding opposing Final Approval
7 has been filed, five (5) business days after any appeal, writ or other appellate proceeding opposing
8 the Settlement has been dismissed finally and conclusively with no right to pursue further remedies
9 or relief. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is
10 deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations,
11 statements and proceedings and data relating thereto shall be protected by California Evidence Code
12 §1152 and shall be without prejudice to the rights of any of the Parties.

13 39. Gross Settlement Amount: To implement the terms of this Settlement, Defendant
14 agrees to pay a maximum total payment of Five Hundred-Fifty Thousand Dollars and Zero Cents
15 (\$550,000.00), which includes payments to Settlement Class Members (excluding any appropriate
16 and lawfully required employer-side payroll taxes owed by Defendant on such payments which
17 Defendant shall be separately responsible for apart from the Gross Settlement Amount), Incentive
18 Award to the Class Representative, the PAGA Payment, the Settlement Administrator's fees and
19 costs, approved attorneys' fees and litigation costs. Except as otherwise specified herein, Defendant
20 shall not be required to pay any additional monies beyond the amount of the Gross Settlement
21 Amount plus the employer-side payroll taxes. Further, no portion of the Gross Settlement Amount
22 shall revert to Defendant, and any amount of the Gross Settlement Amount not required to pay the
23 above-referenced amounts shall be paid to the Settlement Class Members on a pro rata basis
24 according to the formula contained herein.

25 40. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross
26 Settlement Amount will qualify as a settlement fund pursuant to the requirements of section
27 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the
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1 income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the
2 “Administrator” of the qualified settlement funds for purposes of section 1.46B-2(k) of the income
3 tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount
4 and any tax-related expenses arising from any income tax return or other reporting document that
5 may be required by the Internal Revenue Service or any state or local taxing body will be paid from
6 the Gross Settlement Amount, except the Defendant’s share of the employer payroll taxes.

7 41. Funding of Settlement Amount: Within ten (10) calendar days after the Effective
8 Date, Defendant shall transfer to the Settlement Administrator an amount equal to the Gross
9 Settlement Amount plus the employer’s share of payroll taxes. The delivery of the Gross Settlement
10 Amount and the employer’s share of payroll taxes to the Settlement Administrator shall constitute
11 full and complete discharge of the entire obligation of Defendant under this Settlement. Once
12 Defendant has made such payments, Defendant will be deemed to have satisfied all terms and
13 conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this
14 Settlement, and shall have no further obligations under the terms of the Settlement regardless of
15 what occurs with respect to those sums.

16 42. Allocation of the Gross Settlement Amount: After the deduction from the Gross
17 Settlement Amount of the amounts approved for the Incentive Award to the Class Representative,
18 the PAGA Payment, the Settlement Administrator’s costs, Class Counsel’s fees and expenses from
19 the Gross Settlement Amount, the remainder shall be referred to as the Net Settlement Amount.
20 Thus, subject to Court approval and the conditions specified in this Agreement, and in consideration
21 of the mutual covenants and promises set forth herein, the Parties agree the Gross Settlement
22 Amount shall encompass the following: (1) Class Counsel’s fees and expenses; (2) the Plaintiff’s
23 Incentive Award; (3) the Settlement Administrator’s costs; and (4) the PAGA Payment (including
24 both the PAGA payment to the LWDA and the PAGA Settlement Checks to PAGA Employees);
25 and (5) the Net Settlement Amount.

26 Settlement Class Members will receive a share of the Net Settlement Amount. The Parties
27 agree that twenty percent (20%) of the Net Settlement Amount distributed to each Settlement Class
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1 Member will be considered wages, and will be reported as such to each Settlement Class Member
2 on an IRS Form W-2. The Parties agree that sixty percent (60%) of the Net Settlement Amount
3 distributed to each Settlement Class Member will be considered penalties, and twenty percent (20%)
4 of the Net Settlement Amount distributed to each Settlement Class Member will be considered
5 interest, and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc.,
6 if applicable. The foregoing tax allocation shall not apply to the Incentive Award paid to Plaintiff
7 as the Plaintiff will receive a 1099 for the total sum of the Incentive Award. The Parties further
8 agree that the PAGA payment distributed to each PAGA Member will be treated entirely as civil
9 penalties, and will be reported as such to each PAGA Member on an IRS Form 1099 misc., if
10 applicable.

11 a. The Net Settlement Amount shall be divided among the Settlement Class Members
12 on a pro-rata basis, based upon the following:

13 i. Each Settlement Class Member's workweeks worked count, which shall be
14 the sum of the total number of workweeks the Settlement Class Member
15 worked during the Class Period;

16 ii. Divided by the combined sum of all Settlement Class Members' workweek
17 count; and,

18 iii. Multiplied by the value of the Net Settlement Amount.

19 b. The Parties agree that if any Settlement Class Member disputes the basis for
20 determining their share of the Settlement, Defendant's records shall presumptively
21 control unless the Settlement Class Member can produce documentation evidence of
22 other workweeks worked during the relevant time period. The Parties further agree
23 that any dispute that cannot be resolved by Class Counsel and Defendant's counsel
24 may be brought before the Court before final approval of the Class Settlement.

25 c. To the extent that amounts in Paragraphs 46 and 47 below are not approved by the
26 Court, such amounts will be reallocated to the Net Settlement Amount unless
27 allocated otherwise by agreement of the Parties, with approval of the Court.

1 d. Within seven (7) calendar days of the transfer of the Gross Settlement Amount to
2 the Settlement Administrator, and only upon the Effective Date being met, the
3 Settlement Administrator shall issue to each Settlement Class Member his/her/their
4 Individual Settlement Payment.

5 e. A Class Member must cash his or her Individual Settlement Payment check within
6 180 calendar days after it is mailed to him or her. If a check is returned to the
7 Settlement Administrator, the Settlement Administrator will make all reasonable
8 efforts to re-mail it to the Class Member at his or her correct address. If any Class
9 Member's Individual Settlement Payment check is not cashed within 120 days of its
10 initial issuance to the Class Member, the Settlement Administrator will send the
11 Class Member a letter, dated 120 days from the initial mailing, informing him or her
12 that, unless the check is cashed within 60 days of the date of this letter, it will expire
13 and become non-negotiable, and offer to replace the check if it was lost or misplaced
14 but not cashed. If the check remains uncashed by the expiration of the 60-day period
15 after this interim notice, the Settlement Administrator will keep an accounting of
16 such funds, including the identification of the Class Member. The Settlement
17 Administrator will then disburse said funds to the State of California State
18 Controller's Office, in the Class Member's name to be held as unclaimed property
19 for the Class Member. In such event, the Class Member will nevertheless remain
20 bound by the Settlement and the releases contained herein.

21 43. PAGA Payment: Subject to the Court's Approval, up to a maximum of Forty
22 Thousand Dollars and Zero Cents (\$40,000.00) shall be allocated as the PAGA Payment. Thirty
23 Thousand Dollars and Zero Cents (\$30,000.00), representing 75% of the PAGA Payment, shall be
24 paid to the LWDA. Ten Thousand Dollars and Zero Cents (\$10,000.00), representing 25% of the
25 penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee
26 Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt
27 out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the portion of
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1 the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA
2 Employees on a pro-rata basis, based upon the following:

- 3 a. Each PAGA Employee's pay period count, which shall be the sum of the total
4 number of pay periods the PAGA Employee worked during the PAGA Period;
- 5 b. Divided by the combined sum of all PAGA Employees' pay period counts; and
- 6 c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA
7 Employees.

8 44. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual
9 Settlement Payments, PAGA Employee Payments, and the Incentive Award shall not be utilized to
10 calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class
11 Members and/or PAGA Employee may be eligible including, but not limited to: retirement plans,
12 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off,
13 sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that
14 this Agreement will not affect any rights, contributions, or amounts to which Plaintiff, Settlement
15 Class Members and PAGA Employees may be entitled under any benefit plans.

16 45. Settlement Administrator: The Settlement Administrator shall be Simpluris, Inc. (the
17 "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic and
18 physical security protocols to adequately protect and safeguard the private employee information it
19 will have access to as a result of the claims process. The fees and expenses of the Settlement
20 Administrator, which is currently estimated at approximately Seven Thousand Five Hundres
21 Dollars and Zero Cents (\$7,500.00), shall be paid through the Gross Settlement Amount.

22 46. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel
23 shall seek attorneys' fees which shall not exceed thirty-five percent (35%) of the Gross Settlement
24 Amount not to exceed One Hundred Ninety-Two Thousand and Five Hundred Dollars and Zero
25 Cents (\$192,500.00), and reimbursement of actual costs and expenses associated with Class
26 Counsel's litigation and settlement of the Action, in an amount not to exceed Twenty-Five
27 Thousand Dollars and Zero Cents (\$25,000.00), subject to approval by the Court. Defendant will
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not object to Class Counsel's application for attorneys' fees and costs in these amounts. The amount set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of Settlement, and the administration of the Settlement. Should Class Counsel collectively request a lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the maximum amount set forth above shall be added to the Net Settlement Amount. No Class Counsel shall be entitled to further fees or costs from Defendant if it or they elect to appeal any reduction in the requested fee or cost award. Any reduction by the Court of Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement. Plaintiff and Defendant shall bear their own attorney's fees and costs, except as provided herein.

47. Class Representative's Incentive Award: Subject to the Court's approval, the Class Representative will be paid an Incentive Award in an amount up to a maximum of Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition for his service as a Class Representative, which shall be paid from the Gross Settlement Amount. Defendant will not object to Class Counsel's application for Court approval of an Incentive Award to the Class Representative in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). It is understood that the Incentive Award is in addition to any claimed Individual Settlement Payment or PAGA Employee Payment to which Plaintiff is entitled. The Incentive Award shall not be deemed wages and will be reported on an IRS Form 1099-MISC, if applicable.

48. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments and withholding all required state and federal taxes in accordance with this Stipulation of Settlement. The Settlement Administrator will issue IRS Forms 1099 with respect to the amounts paid as interest and penalties to the Settlement Class Members and PAGA Employees. The Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for the Incentive Award; and (2) Class Counsel for the amount paid for approved fees and costs. The Settlement Administrator will be responsible for preparing these forms correctly. The Settlement Administrator

1 shall also be responsible for submitting Defendant's share of payroll taxes to the appropriate
2 government agencies on behalf of Defendant. Plaintiff and Class Counsel will be responsible for
3 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
4 received.

5 49. Indemnification: Plaintiff and Class Counsel acknowledge and agree that they are
6 and will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
7 associated with their respective allocated portions of the payments described herein, and agree to
8 indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal,
9 State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid their or her
10 or his share of taxes associated with the payments set forth in this Settlement. The Parties
11 acknowledge and agree that Class Counsel is not responsible for the payment of any Federal, State,
12 and Local taxes or penalties associated with payments to Plaintiff and Class Members.

13 NOTICE TO THE SETTLEMENT CLASSES

14 50. Within twenty-one (21) calendar days of preliminary approval of this Settlement by
15 the Court, Defendant shall provide to the Settlement Administrator a database containing the
16 following information ("Class Member List"):

- 17 a. The full name, last known address, and full social security number of all Class
18 Members; and
19 b. The information necessary to determine the estimated settlement allocation to each
20 Class Member, including: (i) The total number of workweeks worked by each Class
21 Member within the Class Period; and (ii) The total number of pay periods worked by
22 each PAGA Employee within the PAGA Period.

23 51. The Settlement Administrator (along with any of its agents) shall represent and
24 warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical
25 safeguards, including a reasonable security protocol, for any personally identifiable information
26 ("PII"), which it receives from Defendant's Counsel and/or Class Counsel; (2) not disclose the PII
27 to third parties, including agents or subcontractors, without Defendant's consent; (3) not disclose or
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1 otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide
2 Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or
3 destruction. The Settlement Administrator may provide notice to both Parties if the PII is subject
4 to unauthorized access, use, disclosure, modification or destruction; however, all additional
5 communications from the Settlement Administrator regarding the scope, circumstances, and
6 substance shall be communicated solely to Defendant.

7 52. The Settlement Administrator shall send a Notice to each Class Member by first class
8 mail within ten (10) calendar days of receipt of the Class Member List. Prior to mailing the Notice,
9 the Settlement Administrator shall update the addresses of the Class Members by reference to the
10 National Change of Address Database maintained by the United States Postal Service. If a Notice
11 is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall
12 resend the Notice to the forwarding address. If a Notice is returned as non-deliverable with no
13 forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the
14 most current address of the person to whom the Notice was addressed, and shall resend the Notice
15 to any updated address within five (5) calendar days. The Settlement Class shall have an additional
16 fifteen (15) calendar days from the date of re-mailing to object, opt-out or dispute workweeks, or
17 pay periods. Upon completion of these steps, the Parties shall be deemed to have satisfied their
18 obligations to provide the Notice to the affected Class Members.

19 53. The Settlement Administrator shall provide to the Court, concurrently with
20 Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing with
21 regard to the mailing of the Notices.

22 54. The Settlement Administrator shall also be responsible for:

- 23 a. Mailing the Notice as directed by the Court;
- 24 b. Consulting with counsel for the Parties concerning any relevant issue, including
25 (without limitation) the estimated amounts of approximate Individual Settlement
26 Payments, PAGA Employee Payments, and the acceptance of any late or deficient
27 disputes;

- c. Keeping track of timely and proper requests for exclusion;
- d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and the PAGA Payment to the LWDA;
- e. Providing weekly status reports to counsel for the Parties, including: (a) the number of Notices mailed (including information regarding undeliverable and/or emailed Notices); (b) the number of disputes received (and sending copies of said disputes); (c) the number of objections received; and (d) the number of requests for exclusion received;
- f. Notifying Counsel for Defendant of the wiring instructions to fund the Settlement Amount as approved by the Court;
- g. Distributing and paying the Incentive Award, Individual Settlement Payments, PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Class Counsel;
- h. Issuing tax forms and addressing employer and employee-side payroll taxes; and
- i. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

REQUESTS FOR EXCLUSION

55. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The request need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name and date of birth, and current address along with his/her/their signature. No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a

1 request for exclusion or whether a written communication constitutes a valid request that cannot be
2 resolved between the Parties shall be determined by the Court, whose determination shall be final.

3 56. Any Class Member who validly excludes himself/herself/themselves from this
4 Settlement shall not be bound by the Class Released Claims and shall not be entitled to any portion
5 of the Net Settlement Amount.

6 57. If ten percent (10%) or more of the Class Members opt out of the Settlement by
7 submitting valid and timely requests for exclusion, Defendant shall have the sole and absolute
8 discretion to rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving
9 from the Settlement Administrator the final list of requests for exclusion. Defendant agrees to meet
10 and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement.
11 In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall
12 provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect
13 as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the
14 Settlement Agreement shall become null and void and have no further force or effect. The Parties
15 specifically agree not to solicit opt-outs, directly or indirectly, through any means.

16 **OBJECTIONS TO THE SETTLEMENT**

17 58. Each Class Member shall have forty-five (45) calendar days from the mailing of the
18 Notice, or such number of days as the Court shall specify, within which to postmark an objection,
19 for return to the Settlement Administrator. Any Class Member, who does not affirmatively opt-out
20 of the Settlement by submitting a valid and timely request for exclusion, may object to the approval
21 of class action settlement ("Objecting Class Member"). Any Class Member who makes a timely
22 request for exclusion has waived their right to object. The Objecting Class Member shall: (1) submit
23 a written objection with the Settlement Administrator containing: (a) the full name and current
24 address of the Objecting Class Member and (b) the specific reason(s) for the objection; and (2) also
25 provide any and all evidence and supporting papers (including, without limitation, all briefs, written
26 evidence, and declarations) to be considered by the Court. The Settlement Administrator shall
27 provide copies of any all written objections from Objecting Class Members to the Parties, who in
28

1 turn will submit the same to the Court. Any Objecting Class Member who wishes to appear at the
2 Final Approval Hearing and be heard orally in support of, or in opposition to the class action
3 settlement, must state so in the objection. Class Members shall have no right to object to the PAGA
4 release or PAGA Payment.

5 59. Any Class Member who fails to timely submit an objection shall be foreclosed from
6 making any objection to this Settlement or from filing an appeal of the Court's Final Order and
7 Judgment unless otherwise ordered by the Court.

8 60. Counsel for the Parties shall file any response to the objections submitted by
9 Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final
10 Approval Hearing.

11 61. At no time shall any of the Parties or their counsel seek to solicit or otherwise
12 encourage Class Members to submit written objections to the Settlement or to appeal from the
13 Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with
14 respect to any such objections to this Settlement.

15 **RELEASE OF CLAIMS BY CLASS REPRESENTATIVE, SETTLEMENT CLASS**
16 **MEMBERS, AND PAGA EMPLOYEES**

17 62. The "Class Released Claims". Upon the funding of the Gross Settlement Amount in
18 accordance with Paragraph 41, Plaintiff and the Class Members hereby do and shall be deemed to
19 have fully, finally, and forever released, settled, compromised, relinquished and discharged all
20 claims pled in the Operative Complaint and which could have been alleged under state or federal
21 law under the same or similar facts, allegations and/or claims pled in the Action or in any letter by
22 Plaintiff to the LWDA, against the Released Parties (as defined above), for work performed during
23 the Class Period, including the following:

- 24 a. The Claims set forth in the Operative Complaint, specifically: (1) failure to pay
25 minimum and failure to pay and/or accurately calculate overtime wages (Violations
26 of Labor Code §§ 200, 218.5, 510, 1194, 1194.2, 1197, and 1197.1); (2) failure to
27 provide meal periods or pay premiums in lieu thereof at the regular rate (Violation
28

of Labor Code §§ 512, 226.7, and the applicable Wage Order); (3) failure to provide rest periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code §226.7, and the applicable Wage Order); (4) failure to furnish timely and accurate wage statements and failure to keep payroll records (Violation of Labor Code §§ 204, 210 , 226 and 1174); (5) failure to timely pay wages during and upon termination of employment (Violation of Labor Code §§ 201, 202, 203, 218, 218.5 and 218.6); (6) violation of California's Unfair Competition Law based upon the alleged Labor Code violations (Violation of Business & Professions Code § 17200 *et seq.*); (7) failure to reimburse for business expenses (Violation of Labor Code §§ 2800 and 2802); and (8) Violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*) predicated on the same or similar facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiff in or prior to the Action, as well as any claims that could have been pled under the California Labor Code and California Industrial Welfare Commission Wage Orders.

- b. Any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action;
- c. Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint and based on the alleged Labor Code violations.
- d. The claims set forth in subparagraphs (a)-(c) hereinabove shall be collectively referred to as the "Released Claims."

63. Release of PAGA Claims. Upon the funding of the Gross Settlement Amount in accordance with Paragraph 41, Plaintiff and the PAGA Employees hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all claims for violation of the California Private

1 Attorneys General Act of 2004 (Labor Code § 2698, et seq.), (“PAGA claims”) predicated on the
2 facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiff, as
3 well as any claims that could have been pled under the California Labor Code and California
4 Industrial Welfare Commission Wage Orders based on the facts alleged in the Action or PAGA
5 letter sent to the LWDA during the PAGA Period. The PAGA Employees will be issued a check
6 for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to,
7 the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA
8 Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit
9 their PAGA Employee Payment or opt out of being a Settlement Class Member in accordance with
10 Paragraph 55.

11 64. Release of Claims by Class Representative. Upon the funding of Gross Settlement
12 Amount in accordance with Paragraph 41, and as a condition of receiving any portion of his
13 Incentive Award, the Class Representative, for himself only, agrees to the additional following
14 General Release: in consideration of Defendant’s promises and agreements as set forth herein, the
15 Class Representative hereby fully releases the Released Parties from any and all Class Released
16 Claims and also generally releases and discharges the Released Parties from any and all any claims
17 for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options,
18 violation of any personnel policy, any and all claims arising from his employment or as a result of
19 his termination from employment including claims based on discrimination, harassment, unlawful
20 retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any
21 common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any
22 theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal
23 restriction on any Defendant’s right to terminate the employment relationship, or any federal, state,
24 or other governmental statute, executive order, regulation or ordinance, or common law, or any other
25 basis whatsoever, to the fullest extent provided by law. Class Representative shall be deemed to
26 have, and by operation of the Final Order and Judgment shall have, expressly waived and
27 relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section
28

1 1542 of the California Civil Code, or any other similar provision under federal or state law that
2 purports to limit the scope of a general release. Class Representative, for himself, has read Section
3 1542 of the Civil Code of the State of California, which provides as follows:

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

10 The Class Representative understands that Section 1542 gives the right not to release existing claims
11 of which he is not now aware, unless the Class Representative voluntarily chooses to waive this
12 right. Having been so apprised, the Class Representative nevertheless voluntarily waives the rights
13 described in Section 1542, and elect to assume all risks for claims that now exist in his favor, known
14 or unknown. The release of the claims of the Class Representative as set forth in this Paragraph is
15 a condition precedent to enforcement of this Stipulation of Settlement.

16 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS**

17 **CERTIFICATION**

18 65. The Parties have agreed that Plaintiff will seek leave to file the Operative Complaint,
19 which the Parties have stipulated to file in advance or as a condition of this Settlement.

20 66. The Parties have agreed that Plaintiff will file the PAGA Letter.

21 67. For settlement purposes only, the Parties agree that the Class Members as defined in
22 Paragraph 4 herein, and which will run through the date of preliminary approval, or a sooner date
23 per the procedure set forth in Paragraph 73 below, at Defendant's option, may be certified in the
24 Action. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff
25 will request that the Court certify for settlement purposes the Class as to all non-PAGA claims that
26 have been asserted, which Defendant shall not oppose or object to.

27 68. For settlement purposes only, the Parties agree that the PAGA Period shall run from
28 the period defined in Paragraph 23 herein and set forth in Paragraph 73 below.

69. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in

1 support of Plaintiff's Motion for Preliminary Approval and for determination by the Court as to
2 whether the proposed Settlement is within the range of possible judicial approval. Promptly upon
3 execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of
4 an order substantially in the following form:

- 5 a. Scheduling of the Final Approval Hearing on the question of whether the proposed
6 Settlement, including payment of attorneys' fees and costs and the Incentive Award
7 should be finally approved as fair, reasonable and adequate as to the Settlement Class
8 Members and for approval of the PAGA Settlement;
- 9 b. Certifying the Settlement Class;
- 10 c. Approving the Class Notice attached hereto as **Exhibit A**;
- 11 d. Directing the mailing of the Notice by first class mail to the Class Members and
12 PAGA Employees; and
- 13 e. Preliminarily approving the Settlement subject only to the objections of the Class
14 Members and final review by the Court.

15 70. The Parties will work cooperatively to mutually agree upon the form and content of
16 the Notice, as well as the Proposed Order Granting Preliminary Approval.

17 71. The Class Representative and Class Counsel will not make any public disclosure of
18 the Settlement until after the filing of the motion for preliminary approval of the Settlement. The
19 Class Representative and each Class Counsel represent that they have not made any such disclosure.
20 The Class Representative and Class Counsel shall not encourage any Class Members to opt-out.
21 Class Counsel will take all steps necessary to ensure that the Class Representative is aware of, and
22 will encourage him to adhere to, the restriction against any public disclosure of the Settlement until
23 after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and the Class
24 Representative agree not to publicize the terms of this Settlement with the media, including but not
25 limited to, any newspaper, journal, magazine, website and/or online reporter of settlements, or
26 publicize the fact or the terms of this Settlement on any website.

1 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

2 72. Following final approval by the Court of the Settlement provided for in this
3 Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in
4 approximately the following form and with input from Defendant's counsel : Approving the
5 Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing
6 consummation of its terms and provisions including the approval of Class Counsel's application for
7 an award of attorneys' fees and costs and the Incentive Award to the Class Representative. The
8 Parties will work cooperatively to mutually agree upon the form and content of the Proposed Order
9 Granting Final Approval of the Class Settlement and Approval of the PAGA Settlement and
10 Judgment.

11 **ESCALATOR CLAUSE**

12 73. Defendant represents that, for the period of August 1, 2016, to July 22, 2022, there
13 were 145 individuals in the Class and a total of 13,190 workweeks. If it is determined that the
14 total number workweeks increases by more than ten percent (10%) during the period from August
15 1, 2016, to preliminary approval of the Settlement (*i.e.*, 1,319 for a total of 14,509 workweeks),
16 then at the option of Defendant, Defendant shall either increase the Gross Settlement Amount or
17 elect to move the end date for the Settlement Class Period to the latest date before the Preliminary
18 Approval that does not exceed 14,509. In the event Defendant elects to extend the Class Period to
19 a date wherein the total workweeks is more than 14,509, the Gross Settlement Amount will be
20 increased by determining the workweek value calculated based on 14,509 workweeks divided by
21 the Gross Settlement Amount multiplied by the additional number of workweeks. For example, if
22 the total number of workweeks by the end of the Class Period is 14,600 and the workweek value is
23 \$30 per workweek, Defendant would have to increase the Gross Settlement Amount by \$2,730
24 $(14,600 - 14,509 = 91 \times \$30)$.

25 **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

26 74. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiff
27 or Defendant may terminate this Settlement if after submitting the settlement for approval to the
28

1 Court, the Court declines to enter the preliminary approval order, the final approval order, or
2 judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as
3 agreed does not become final because of appellate court action. The terminating Party shall give to
4 the other Party (through counsel) written notice of its decision to terminate no later than fifteen (15)
5 calendar days after receiving notice that one of the enumerated events has occurred. Termination
6 shall have the following effects:

- 7 (a) The Stipulation of Settlement shall be terminated and shall have no force or effect,
8 and no Party shall be bound by any of its terms.
- 9 (b) In the event the Settlement Agreement is terminated, Defendant shall have no
10 obligation to make any payments to any party, Settlement Class Member, PAGA
11 Employee or Class Counsel. If there are fees incurred by the Settlement
12 Administrator and the Settlement is terminated by Defendant, Defendant shall solely
13 be responsible for any costs and fees incurred by the Settlement Administrator.
- 14 (c) The preliminary approval order, final approval order and judgment shall be vacated.
- 15 (d) The Stipulation of Settlement and all negotiations, statements and proceedings
16 relating thereto shall be without prejudice to the rights of any of the Parties, all of
17 whom shall be restored to their respective positions prior to the Settlement.
- 18 (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any
19 ancillary documents, actions, statements or filings in furtherance of settlement
20 (including all matters associated with the mediation) shall be admissible or offered
21 into evidence in the Action or any other action for any purpose whatsoever.

22 **PARTIES' AUTHORITY**

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

25 **MUTUAL FULL COOPERATION**

26 76. The Parties agree to fully cooperate with each other to accomplish the terms of this
27 Stipulation of Settlement, including, but not limited to, execution of such documents and taking of
28

1 such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
2 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
3 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by
4 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth
5 herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall
6 take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

7 77. The Parties and their respective counsel agree that they will not attempt to encourage
8 or discourage Class Members from filing requests for exclusion.

9 **NO PRIOR ASSIGNMENTS**

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

14 **NO ADMISSION**

15 79. Nothing contained herein, nor the consummation of this Stipulation of
16 Settlement, is to be construed or deemed an admission of liability, culpability, negligence or
17 wrongdoing on the part of Defendant or the Released Parties. Each of the Parties hereto has
18 entered into this Stipulation of Settlement solely with the intention to avoid further disputes
19 and litigation with the attendant inconvenience and expenses.

20 **BREACH AND ENFORCEMENT ACTIONS**

21 80. The Parties will jointly request that the Court retain jurisdiction pursuant to
22 California Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In
23 the event of a breach of this Settlement, the non-breaching Party shall provide notice to the breaching
24 party and request that the breaching party cure any alleged breach. If the breach is not cured within
25 thirty (30) days of said notice, the non-breaching party may pursue legal action or other proceeding
26 against any other breaching party or parties to enforce the provisions of this Stipulation of Settlement
27 or to declare rights or obligations under this Stipulation of Settlement. In the event of such
28

1 enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful
2 party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in
3 connection with any enforcement actions. All such disputes shall be resolved by the Court.

4 NOTICES

5 81. Unless otherwise specifically provided herein, all notices, demands or other
6 communications given hereunder shall be in writing and shall be deemed to have been duly
7 given as of the third business day after mailing both electronically and by United States
8 registered or certified mail, return receipt requested, and addressed as follows:

9 To Plaintiff, the Settlement Class and Class Counsel:

10 Michael Nourmand, Esq.
11 James A. De Sario, Esq.
12 THE NOURMAND LAW FIRM, APC
13 8822 West Olympic Boulevard
14 Beverly Hills, California 90211
15 Tel: (310) 553-3600
16 Email: mnourmand@nourmandlawfirm.com;
17 jdesario@nourmandlawfirm.com

18 To Defendant and Defendant's Counsel:

19 Elizabeth Staggs-Wilson
20 Luis E. Lorenzana
21 LITTLER MENDELSON, P.C.
22 633 West 5th Street, 63rd Floor
23 Los Angeles, CA 90071
24 Telephone: 213.443.4300
25 E-mail: Estaggs-wilson@littler.com;
26 llorenzana@littler.com

27 CONSTRUCTION

28 82. The Parties hereto agree that the terms and conditions of this Stipulation of
Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this
Stipulation of Settlement shall not be construed in favor of or against any party by reason of the
extent to which any Party or their counsel participated in the drafting of this Stipulation of
Settlement.

CAPTIONS AND INTERPRETATIONS

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

MODIFICATION

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

INTEGRATION CLAUSE

85. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

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

COUNTERPARTS

87. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

1 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s)
3 set forth below:

4
5 Dated: 08/23, 2022



Pablo C. Anaya
Plaintiff and Class Representative

6
7 Dated: _____, 2022

John Brodersen,
Vice President General Counsel
Defendant Rust- Oleum Corporation

8
9
10
11 **APPROVED AS TO FORM AND CONTENT:**

12
13 DATED: 8/23, 2022

THE NOURMAND LAW FIRM, APC

14
15 BY: 

Michael Nourmand, Esq.
James A. De Sario, Esq.

16
17 Attorneys for Plaintiff

18 DATED: _____, 2022

LITTLER MENDELSON, P.C.

19
20 BY: _____
Elizabeth Staggs-Wilson, Esq.
Luis E. Lorenzana, Esq.

21
22 Attorneys for Defendant

23 The filing party has obtained the authorization and approval of all signatories.
24
25
26
27
28

1 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s)
3 set forth below:

4
5 Dated: _____, 2022

Pablo C. Anaya
Plaintiff and Class Representative

6
7 Dated: August 19 _____, 2022

John Brodersen,
Vice President General Counsel
Defendant Rust- Oleum Corporation

8
9
10
11 **APPROVED AS TO FORM AND CONTENT:**

12
13 DATED: _____, 2022

THE NOURMAND LAW FIRM, APC

14
15 BY: _____
Michael Nourmand, Esq.
James A. De Sario, Esq.

16
17 Attorneys for Plaintiff

18 DATED: August 21, 2022

LITTLER MENDELSON, P.C.

19
20 BY: _____
Elizabeth Staggs-Wilson, Esq.
Luis E. Lorenzana, Esq.

21
22 Attorneys for Defendant

23 The filing party has obtained the authorization and approval of all signatories.
24
25
26
27
28