

1 Elliot J. Siegel (Bar No. 286798)
elliott@kingsiegel.com

2 **KING & SIEGEL LLP**

3 724 S. Spring Street, Ste. 201
Los Angeles, California 90014

4 Tel: (213) 465-4802

5 Fax: (213) 465-4803

6 Attorneys for Plaintiff and the Aggrieved Employees

7 Nicole Golob (SBN 190444)

ngolob@fisherphillips.com

8 **FISHER & PHILLIPS LLP**

21600 Oxnard Street, Suite 650

9 Woodland Hills, California 91367

10 Telephone: (818) 230-4250

Facsimile: (818) 230-4251

11 Talar Tavlian (SBN 238538)

12 ttavlian@fisherphillips.com

13 **FISHER & PHILLIPS LLP**

444 South Flower Street, Suite 1500

14 Los Angeles, California 90071

Telephone: (213) 330-4500

15 Facsimile: (213) 330-4501

16 Attorneys for Defendant BOUDREAU PIPELINE CORPORATION

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF RIVERSIDE**

19
20 RAMON RODRIGUEZ, individually and
on behalf of all similarly situated individuals,

21 Plaintiff,

22 v.

23 BOUDREAU PIPELINE CORPORA-
24 TION, a California corporation, and DOES
25 1-10, inclusive;

26 Defendants.

CASE NO. CVRI2203480

[Assigned to Honorable Harold H. Hopp, De-
partment 1]

27 **AMENDED JOINT STIPULATION OF**
28 **SETTLEMENT OF PAGA**
REPRESENTATIVE ACTION

Case Filed: August 17, 2022

Trial Date: None Set

JOINT STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

This Joint Stipulation of Settlement and Release of PAGA Representative Action (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Ramon Rodriguez (“Plaintiff” or “Rodriguez”), individually and as the authorized proxy for the State of California and the Labor and Workforce Development Agency, and Defendant Boudreau Pipeline Corporation (“Defendant” or “Boudreau”) (collectively with Plaintiff, the “Parties”). Plaintiff and Defendant may be referred to herein as the “Parties,” singularly as a “Party,” or by their designated names.

This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code § 2699(l)(2) and is made for the sole purpose of attempting to consummate settlement of the lawsuit entitled *Ramon Rodriguez v. Boudreau Pipeline Corporation*, Riverside Superior Court Case No. CVRI2203480 (the “Lawsuit”) on the following terms and conditions.

RECITALS

1. On August 17, 2022, Plaintiff Ramon Rodriguez sent a PAGA letter to the LWDA regarding alleged violations of the Labor Code, and incorporated by reference a draft Complaint alleging violations of Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 510, 226.7, 512(a), 226(a)/(f)/(h), 226.3, and 1174(d).

2. On August 17, 2023, Plaintiff filed a Complaint for civil penalties pursuant to PAGA in Riverside County Superior Court alleging violations of Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 510, 226.7, 512(a), 226(a)/(f)/(h), 226.3, 201, 202, 203, 204, 226.3, 558, 1401, 210 and 1174(d) against Defendant.

3. Defendant denies all of the allegations in the Lawsuit, and specifically the PAGA Representative Claims, and denies that it or any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

4. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all actual or potential PAGA claims as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint and this Action.

1 5. This Settlement Agreement is made and entered into by and between Plaintiff indi-
2 vidually and on behalf of all other allegedly similarly situated Aggrieved Employees, the State of
3 California through Plaintiff as a proxy, and Defendant on the other hand. This Settlement Agree-
4 ment is subject to the terms and conditions hereof, as well as the Court's approval. The Parties
5 expressly acknowledge that this Agreement is entered into solely for the purpose of compromising
6 disputed claims and that nothing herein is an admission of any liability or wrongdoing by Defendant.
7 If, for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the
8 Parties shall be returned to their original respective positions.

9 6. Because this is not a settlement of a class action but a PAGA settlement on behalf of
10 the State of California, no person can (a) object to the settlement after the Court's Approval Order
11 is made, or (b) opt out from being covered by the release of PAGA claims at any time before or after
12 the Approval Order is made.

13 7. The Parties agree to abide by the terms of the Settlement Agreement in good faith
14 and to support the Settlement Agreement fully and to use their best efforts to defend this Settlement
15 Agreement from any legal challenge, whether by appeal or collateral attack.

16 8. On July 27, 2023, the Parties participated in a full day mediation with Steve Pearl,
17 Esq. (the "Mediator"), a well-respected mediator in the field of employment law and wage-and-
18 hour class actions. After the mediation, the Parties agreed to the principal terms of a PAGA settle-
19 ment and entered into a Memorandum of Agreement ("MOA") setting forth those terms, which
20 have now been expanded upon in this Stipulation.

21 9. Plaintiff's Counsel conducted a significant investigation during the prosecution of
22 the Action. This investigation included, among other things, (a) numerous telephonic calls and writ-
23 ten communications with Plaintiff; (b) inspection and analysis of numerous payroll and policy doc-
24 uments and other information produced by Plaintiff and Defendant; (c) analysis of the legal positions
25 taken by Defendant; (d) investigation into the viability of collective treatment of the claims asserted
26 in the Action; (e) analysis of potential civil penalties, including information sufficient to understand
27 Defendant's potential defenses to Plaintiff's claims; (f) research of the applicable law with respect
28 to the claims asserted in the Action and the potential defenses thereto; (g) assembling and analyzing

1 of data for calculating damages; and (h) hired the services of an expert to analyze and prepare De-
2 fendant's exposure.

3 10. The extensive informal discovery conducted in this matter, as well as discussions be-
4 tween counsel, have been adequate to give the Named Plaintiff and Plaintiff's Counsel a sound un-
5 derstanding of the merits of their positions and to evaluate the risks of continued litigation and the
6 value of the Aggrieved Employees' claims. The informal discovery and investigation conducted in
7 this Action and the information exchanged by the Parties through discovery and settlement discus-
8 sions are sufficient to reliably assess the merits of the Parties' respective positions and to compro-
9 mise the issues on a fair and equitable basis.

10 11. The settlement discussions before, during, and after mediation were conducted at
11 arm's length and the settlement of the Action is the result of an informed and detailed analysis of
12 Defendant's potential liability in relation to the costs and risks associated with continued litigation.

13 12. Plaintiff and Plaintiff's Counsel believe that the claims, causes of action, allegations,
14 and contentions asserted in the Action have merit. However, Plaintiff and Plaintiff's Counsel recog-
15 nize and acknowledge the expense and delay of continued lengthy proceedings necessary to prose-
16 cute the Action against Defendant through trial and appeals. Plaintiff's Counsel has taken into ac-
17 count: 1) the uncertain outcome of the litigation; 2) the risk of continued litigation in complex actions
18 such as this lawsuit; 3) the difficulties and delays inherent in such litigation; and 4) the potential risk
19 of trying the claims of the Aggrieved Employees. Plaintiff's Counsel is mindful of the potential prob-
20 lems of proof under, and possible defenses to, the claims alleged in the Action and litigation of those
21 claims on a representative basis.

22 13. Plaintiff's Counsel believes that the Settlement set forth in this Settlement Agree-
23 ment confers substantial benefits upon Plaintiff and the PAGA Settlement Members, and that an
24 independent review of this Settlement Agreement by the Court will confirm this conclusion.

25 14. Based on their own independent investigation and evaluation, Plaintiff's Counsel has
26 determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the
27 PAGA Settlement Members.

10 The following terms, when used in this Settlement Agreement, shall have the following
11 meanings:

16. “PAGA Settlement Member List” shall mean a complete list of all PAGA Settlement Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator no later than 10 calendar days after the entry of a Court Order approving the Settlement. The List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of Defendant or its agents, PAGA Settlement Members’ names; last-known addresses; last-known telephone numbers; last-known email address; social security numbers; start dates of employment; end dates of employment; number of weeks worked by each PAGA Settlement Member during the PAGA Period; and the total number of work weeks of all PAGA Settlement Members during the PAGA Period.

17. “Effective Date” means the latest of: (i) if no objection is made or filed to the Settlement, the date the Court signs the Order and Judgment; (ii) if an objection is made or filed and the Court nevertheless signs the Approval Order and Judgment, but no appeal is filed, the expiration of the deadline for any appeals; and (iii) if an objection is made or filed and the Court nevertheless signs the Order and Judgment, and an appeal is filed, the date that an appeal is finally concluded resulting in a court order approving this Settlement.

1 18. “Approval Order” means the signed order of the Superior Court approving the Set-
2 tlement and entering Judgment.

3 19. “Eligible Pay Period” means any pay period from August 17, 2021, through the date
4 the Court has granted approval of the settlement or October 25, 2023, whichever comes first. De-
5 fendant represented that there are 11,729 Eligible Pay Periods worked by the PAGA Settlement
6 Members from the beginning of the PAGA Release Period through July 19, 2023. Plaintiff has relied
7 upon this material representation in entering into this Agreement.

8 20. “Funding Date” means 10 calendar days after being provided the final accounting of
9 funds by the settlement administrator, which shall be within 10 calendar days of the Effective Date.

10 21. “PAGA Representative Claims” means Plaintiff’s individual and non-individual
11 PAGA claims for civil penalties based on alleged predicate violations of California Labor Code §§
12 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 510, 226.7, 512(a), 226(a)/(f)/(h), 226.3, 201, 202,
13 203, 204, 226.3, 558, 1401, 210 and 1174(d) as set forth in the operative Complaint and PAGA Notice
14 Letter.

15 22. “PAGA Release Period” means August 17, 2021, through the date the Court has
16 granted approval of the settlement or October 25, 2023, whichever comes first.

17 23. “PAGA Released Claims” shall the release being given by Named Plaintiff and the
18 State of California, including the LWDA and related state agencies, for those claims for civil penal-
19 ties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated
20 in the Complaint and the PAGA Notice Letter, including, but not limited to, claims under PAGA
21 arising under Labor Code Sections 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 510, 226.7,
22 512(a), 226(a)/(f)/(h), 226.3, 201, 202, 203, 204, 226.3, 558, 1401, 210 and 1174(d).

23 24. “PAGA Settlement” or “Settlement” means the settlement of the Lawsuit as me-
24 morialized in this Agreement.

25 25. “PAGA Settlement Members” shall mean “all non-exempt employees of Defendant
26 who worked at least one shift in California from August 17, 2021, through the date the Court has
27 granted approval of the settlement or October 25, 2023, whichever comes first.” Defendant repre-
28 sents that there are approximately 377 PAGA Settlement Members as of July 2023.

1 26. “Plaintiff’s Counsel” means Elliot J. Siegel and Brent Boos of King & Siegel LLP.

2 27. “Released Parties” shall mean Defendant, and its officers, directors, employees, and
3 agents.

4 28. “Settlement Administrator” means Simpluris, Inc.

5 29. “Notice” means the Notice of PAGA Payment, substantially in the form attached
6 as **Exhibit A**.

7 30. “Order and Judgment” means the Court order granting approval of the Settlement
8 in an order in substantially the same form as the order attached as **Exhibit B**.

9 **TERMS OF AGREEMENT**

10 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agree-
11 ments set forth herein, the Parties agree, subject to the Court’s approval, as follows:

12 31. Gross Settlement Amount. In consideration for the covenants, promises, waivers,
13 and releases contained in this Agreement, and subject to Court approval, Defendant shall pay the
14 sum of \$325,000.00 (“Gross Settlement Amount”) in full and final settlement of the PAGA Repre-
15 sentative Claims and the Lawsuit within 10 calendar days after being provided the final accounting
16 of funds by the Settlement Administrator, which shall be within 10 calendar days of the Effective
17 Date.

18 32. Escalator Clause. Defendant has represented that there are approximately 377 PAGA
19 Settlement Members as of July 2023, who have worked 11,729 pay periods from the beginning of the
20 PAGA Release Period through July 19, 2023. Plaintiff has relied upon these material representations
21 in entering into this Settlement. Should the actual number of purportedly aggrieved employees who
22 worked within the PAGA Release Period increase beyond 10%, the Gross Settlement Amount shall
23 increase proportionately for each additional purportedly aggrieved employee.

24 33. Attorney’s Fees and Costs. Subject to Court approval, Defendant will not oppose
25 Plaintiff’s Counsel’s request for fees up to one-third (1/3) of the Gross Settlement Amount, and for
26 costs not to exceed \$15,000 (to be paid out of the Gross Settlement Amount).

27 34. Plaintiff’s Incentive Award. In recognition of his efforts and work in prosecuting the
28 Action on behalf of the PAGA Settlement Members and in negotiating the Settlement, Defendant

1 agrees not to oppose or impede any application or motion for a PAGA Representative Enhancement
2 Payment of up to a total of \$10,000.00 to the PAGA Representative, subject to the Court's approval.
3 The PAGA Representative Enhancement Payment, which will be paid from the Maximum Settle-
4 ment Amount, is in addition to the payment to which he is entitled as PAGA Settlement Member.
5 The Named Plaintiff agrees to execute a general release of all claims, including a waiver of California
6 Civil Code § 1542, against Defendant in exchange for his Enhancement Payment, which this Stipu-
7 lation includes. The Settlement Administrator will issue an IRS Form 1099 for the Enhancement
8 Payment to the Named Plaintiff, and the Named Plaintiff shall be solely and legally responsible for
9 correctly characterizing this compensation for tax purposes and for paying any taxes on the amount
10 received. Should the Court reduce the Named Plaintiff Enhancement Payment, any such reduction
11 shall revert to the Net Settlement distributed to PAGA Settlement Members.

12 35. Settlement Costs. The Settlement Administrator will be paid for the reasonable costs
13 of administration of the Settlement and distribution of payments from the Gross Settlement
14 Amount, which is capped at no more than \$15,000.00. Any unused amounts will revert to the MSA.

15 36. Net Settlement Amount. "Net Settlement Amount" shall mean the Gross Settle-
16 ment Amount *minus* Settlement Administration Costs, Plaintiff's Counsel's Fees and Costs, PAGA
17 Representative Enhancement Payment. The remaining amount shall be referred to as the Net Set-
18 tlement Amount, and shall be allocated for payment of PAGA civil penalties as follows: (i) 75% of
19 the Net Settlement Amount shall be distributed to the LWDA; and (ii) 25% of the Net Settlement
20 Amount shall be distributed to the PAGA Settlement Members, as set forth in Labor Code section
21 2699(i).

22 37. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall not in
23 any way be construed as an admission by Defendant and/or any of the Released Parties that it or
24 they acted wrongfully with respect to Plaintiff or any other allegedly aggrieved employees. Defend-
25 ant specifically disclaims any liability to, or wrongful acts against Plaintiff, on the part of itself,
26 and/or any respective parents, subsidiaries, affiliates, predecessors, successors, officers, directors,
27 employees, or agents. Defendant denies that there is any factual evidence or legal basis to support
28

1 any claims or Labor Code violations that Plaintiff alleges on behalf of alleged aggrieved employees,
2 or by Plaintiff on her own behalf.

3 38. Settlement Release. Effective as of the date that Defendant fully funds the Gross Set-
4 tlement Amount, for and in consideration of the mutual promises and consideration set forth in this
5 Agreement, Plaintiff and the State of California, including the LWDA and related state agencies, are
6 deemed to release against the Released Parties claims for civil penalties under PAGA that were al-
7 leged, or reasonably could have been alleged, based on the facts stated in the Complaint and the
8 PAGA Notice Letter, including, but not limited to, claims under PAGA arising under Labor Code
9 Sections 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 510, 226.7, 512(a), 226(a)/(f)/(h), 226.3,
10 201, 202, 203, 204, 226.3, 558, 1401, 210 and 1174(d) (collectively, the “PAGA Released Claims”).
11 The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any under-
12 lying predicate claims or causes of action and this Release does not release any Aggrieved Em-
13 ployee’s claims for wages or damages.

14 39. Plaintiff’s Release and Obligations. In exchange for the service payment referenced
15 above, and in addition to Plaintiff’s release of the PAGA Released Claims, Plaintiff hereby irrevoca-
16 bly and unconditionally remises, releases, and forever discharges Defendant and the Released Par-
17 ties from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, ac-
18 tions, suits, causes of action, obligations, debts, costs, expenses, attorneys’ fees, damages, judg-
19 ments, orders, liabilities, demands, charges, complaints, and promises of any nature whatsoever, in
20 law or equity, known or unknown, suspected or unsuspected, and whether or not concealed or hid-
21 den, which Plaintiff may have, or have ever had, against the Released Parties, or any of them, arising
22 out of, or in any way related to Plaintiff’s hire, benefits, employment, termination, or separation
23 from employment with the Company by reason of any actual or alleged act, omission, transaction,
24 practice, conduct, occurrence, or other matter from the beginning of time up to and including the
25 date Plaintiff signs this Agreement including, without limiting the generality of the foregoing: (a) any
26 and all claims under Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), the Amer-
27 icans with Disabilities Act (“ADA”), the Employee Retirement Income Security Act, as amended
28 (“ERISA”) (regarding unvested benefits), the Family and Medical Leave Act (“FMLA”)

(regarding existing but not prospective claims), the Fair Labor Standards Act (“FLSA”), the Equal Pay Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (“FCRA”), the Worker Adjustment and Retraining Notification Act (“WARN Act”), the National Labor Relations act (“NLRA”), the Uniform Services Employment and Reemployment Rights Act (“USERRA”), the Genetic Information Nondiscrimination Act (“GINA”), the Immigration Reform and Control Act (“IRCA”), the Fair Employment and Housing Act (“FEHA”), the California Constitution, the California Family Rights Act (“CFRA”), the California Labor Code (including PAGA) and applicable Wage Order(s), the Unfair Competition Law, all as amended by their respective implementing regulations, and any other federal, state or local law, (statutory, regulatory, or otherwise) that may be legally waived and released; however the identification of specific statutes or law shall not limit the scope of this general release in any manner; and (b) any and all claims for backpay, regular pay, minimum wages, premium pay, overtime pay, other wages, expenses, penalties, failure to provide meal and/or rest periods, failure to reimburse business expenses, compensatory damages, special damages, interest, restitution, tort claims, contract claims, equitable claims, hostile work environment claims, workplace harassment claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and/or attorneys’ fees and costs (collectively, “Plaintiff’s Released Claims”).

Plaintiff further agrees and expressly waives and relinquishes to the fullest extent permitted by law, the rights and benefits of California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

3 40. Notwithstanding the provisions set forth herein, and for the purpose of implementing
4 a full and complete release, Plaintiff expressly acknowledges that this Agreement is intended to in-
5 clude and does include its effect without limitation all claims which Plaintiff does not know or sus-
6 pect to exist in his favor against Defendant and/or the Released Parties, and that this Agreement
7 contemplates extinguishment of any such claim or claims.

8 41. PAGA Settlement Administrator and Distribution Method. The Parties agree that
9 Simpluris shall serve as the PAGA Settlement Administrator to process and distribute the Maximum
10 and Net Settlement Amount in accordance with this Agreement.

11 42. The Parties agree that the Settlement Administrator shall establish a Qualified Set-
12 tlement Fund ("QSF") that is intended to be pursuant to Section 468B of the Code and Treas.
13 Reg. §1.468B-1, 26 CFR § 1.468B-1et seq., and will be administered by the Settlement Administrator
14 as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer a
15 settlement account in such a manner as to qualify and maintain the qualification of the QSF as a
16 "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1; (2) satisfy
17 all federal, state and local income and other tax reporting, return, and filing requirements with re-
18 spect to the QSF (if any is required); and (3) satisfy out of the QSF all fees, expenses, and costs
19 incurred in connection with the opening and administration of the QSF and the performance of its
20 duties and functions as described in this Agreement. The aforementioned fees, costs, and expenses
21 shall be treated as and included in the costs of administering the QSF by the Settlement Administra-
22 tion.

23 a. In addition to and subject to Court approval, the timelines and methods related to the
24 administration of this Agreement shall be as follows: The Net Settlement Amount
25 shall be available for distribution to the PAGA Settlement Members and the LWDA
26 consistent with Labor Code section 2699(i) and shall be allocated as follows: 75% to
27 the LWDA ("LWDA Payment") and 25% to the PAGA Settlement Members
28 ("PAGA Settlement Members Payment"). Each PAGA Settlement Member will

1 receive a pro rata share of the PAGA Settlement Members Payment based on their
2 Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement
3 Members (“Individual PAGA Settlement Member Payment”). Defendant will
4 calculate and send to the PAGA Settlement Administrator each PAGA Settlement
5 Member’s pro rata share of the PAGA Settlement Members Payment.

6 b. After 10 calendar days after the entry of a Court order approving the Settlement,
7 Defendant will send to the Settlement Administrator the PAGA Settlement Member
8 List. This information shall be treated as and remain confidential by the Settlement
9 Administrator and shall be used solely to manage the notice and payment process
10 described herein, shall not be disclosed to Plaintiff’s Counsel or to anyone other than
11 the necessary staff of the Settlement Administrator, except as needed to effectuate
12 the Settlement, including to resolve any dispute over the amount of a PAGA
13 Settlement Member’s pro rata share of the PAGA Settlement Members Payment.

14 c. By the Funding Date, Defendant shall wire the Gross Settlement Amount using the
15 wiring instructions provided by the PAGA Settlement Administrator.

16 d. Within five (5) business days of the Funding Date, the PAGA Settlement
17 Administrator shall distribute the amounts for the Plaintiff’s service payment and
18 attorneys’ fees and costs to Plaintiff’s counsel, and the Net Settlement Amount to
19 the LWDA and PAGA Settlement Members.

20 e. Because the Individual PAGA Settlement Member Payments are in compromise and
21 settlement of claims for civil penalties, the entirety of these payments will be treated
22 as non-wage income that is not subject to any withholdings or deductions. The
23 service payment to Plaintiff is not wages, will not be subject to deductions or
24 withholdings, and will be reported as 1099 income. The PAGA Settlement
25 Administrator shall be responsible, to the extent necessary based on the amount of a
26 payment, for all tax reporting and documentation related to the PAGA Settlement
27 Member Payments, as well as all other payments made under the Agreement.
28 Plaintiff and Plaintiff’s Counsel each agree to hold Defendant and the Released

Parties harmless from and against any damage or penalty incurred by Plaintiff and/or Plaintiff's Counsel as a result of any taxing authority assessing any tax or penalty upon Defendant as a consequence of any tax being due and unpaid on each of their portions of the Settlement. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions.

f. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to "opt out", there will be no prior notice to the PAGA Settlement Members advising them of the Settlement or any procedure by which the PAGA Members must submit claims in order to receive a settlement payment.

g. No later than five (5) business days after the Funding Date, the Settlement Administrator will mail a notice ("PAGA Notice") approved by the Court (in substantially the form attached as Exhibit A) along with the Individual PAGA Settlement Member Payment to the individuals in the PAGA Data. For any mailings returned as undeliverable or notifying the PAGA Settlement Administrator that the PAGA Settlement Member is no longer at the address, the PAGA Settlement Administrator shall perform a skip-trace on that individual using the National Change of Address database and other source(s) as necessary and will have fourteen (14) calendar days to re-mail the Notice and payment to the new address found in the skip-trace.

h. PAGA Settlement Members shall have one hundred eighty (180) calendar days to cash their Individual PAGA Settlement Member Payment checks under this Agreement. Any checks not negotiated within the one hundred eighty (180) days will be voided and will not be reissued. Any funds from voided checks to PAGA Settlement Members will be sent by the Settlement Administrator to the State of

1 California Unclaimed Property Fund through the State Controller's Office in the
2 name of the PAGA Settlement Member within thirty (30) calendar days after the
3 check-cashing deadline prescribed herein.

4 43. Impact of Non-Approval by the Court. Should the Court deny approval of this Agree-
5 ment, the Parties shall work jointly to make reasonable efforts to attempt to address the Court's
6 concerns in order to obtain the Court's approval, except that Defendant will not be required under
7 any circumstances to increase the Gross Settlement Amount, other than provided under Paragraph
8 32. If the Parties cannot obtain court approval, the Parties shall be restored to their respective litiga-
9 tion positions before they entered into this Agreement. If the Court ultimately denies approval of
10 the Agreement, or if the Court's approval is reversed on appellate review, this Agreement shall be
11 deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used
12 for any purpose whatsoever.

13 44. Applicable Law. This Agreement shall be construed and interpreted in accordance
14 with the laws of the State of California. Pursuant to California Code of Civil Procedure section 664.6,
15 the Court shall retain jurisdiction solely with respect to the interpretation, implementation, and en-
16 forcement of the terms of this Settlement, and the Parties and their counsel submit to the jurisdiction
17 of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in
18 this Agreement and all orders and judgments entered in connection therewith. In the event either
19 party is reasonably required to seek to enforce any of the terms of this Agreement, the prevailing
20 party shall be entitled to attorney's fees and costs. This Agreement will be binding upon, and inure
21 to the benefit of, the successors of each of the Parties.

22 45. Dismissal/Judgment in this Action. Within ten (10) calendar days after the Parties
23 execute this Agreement, Plaintiff's Counsel shall prepare, file, and serve a motion for approval of
24 this Agreement pursuant to California Labor Code § 2699(l)(2), advocating that the terms of the
25 Settlement are fair, adequate, and reasonable, and Defendant shall not oppose such a motion pro-
26 vided that it is consistent with the terms of this Agreement.

27 46. Judgment and Continued Jurisdiction. The Parties agree that, after entry of Judg-
28 ment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for

1 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
2 matters, and (iii) addressing such post-Judgment matters as are permitted by this Agreement or by
3 law.

4 47. Confidentiality. Plaintiff agrees to maintain the terms and conditions of this Agree-
5 ment as confidential and agrees not to disclose the terms of this Agreement until the motion for
6 approval is filed with the Court and/or submitted to the LWDA, after which time Plaintiff shall refer
7 any questions or comments about the Settlement or this Agreement from PAGA Settlement Mem-
8 bers to Plaintiff's Counsel. The Parties agree that this paragraph is a material inducement to entering
9 into this Agreement. Nothing in this Agreement shall limit Plaintiff's right to communicate with her
10 spouse(s), legal counsel retained by Plaintiff, personal certified accountant, financial adviser, or tax
11 consultant, or as required or compelled by legal authority before or after the motion for approval is
12 filed with the Court.

13 48. Counsel for the Plaintiff shall not publicize the Settlement on their website or in ad-
14 vertising/marketing materials, other than filing documents with the Court in connection with seek-
15 ing approval of the Agreement. After the Approval Order has been entered by the Court, Plaintiff
16 and Plaintiff's Counsel may: (1) as required by law, (2) as required under the terms of the Agree-
17 ment, or (3) as required under Plaintiff's Counsel's duties and responsibilities as counsel for the
18 PAGA Settlement Members, comment regarding the specific terms of the Agreement. In all other
19 cases, Plaintiff agrees to limit her statements regarding the terms of the Agreement, whether oral,
20 written, or electronic, to say the Lawsuit has been resolved and that Plaintiff is satisfied with the
21 terms of the Agreement. Nothing in this paragraph is intended to interfere with Plaintiff's Counsel's
22 duties and obligations to faithfully discharge their duties as counsel for the PAGA Settlement Mem-
23 bers, including but not limited to, communicating with PAGA Settlement Members regarding the
24 Agreement, and nothing shall prohibit Plaintiff's Counsel from referring to the Settlement in ade-
25 quacy of counsel declarations or related court filings in this or other actions. If Plaintiff's Counsel
26 receives inquiries from the media regarding the settlement, they may state only that the Action has
27 been resolved on the terms set forth in the Settlement that was publicly filed. Notwithstanding the
28 foregoing, Plaintiff's Counsel may note the fact of this Settlement, including as to amount and size

1 of the Aggrieved Employees, on their respective websites and in filings with courts in support of
2 their appointment as Plaintiff's Counsel in other matters.

3 49. No Admission of Wrongdoing. Except for the purposes of effectuating and enforcing
4 the terms of this Agreement which include barring claims that are released pursuant to this Agree-
5 ment, neither this Agreement nor any of its terms nor the settlement itself shall be: (a) construed as,
6 offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse
7 to Defendant and/or any of the Released Parties, including but not limited to, evidence of any viola-
8 tion of the Labor Code, presumption, concession, indication, or admission by any of the Released
9 Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred
10 to, or offered in evidence against Defendant and/or any of the Released Parties in any other civil,
11 criminal, or administrative action or proceeding.

12 50. Arbitration. This Agreement shall not affect the validity of any arbitration agree-
13 ments and/or release agreements applicable to Plaintiff or to any PAGA Settlement Member. De-
14 fendant reserves the ability and does not waive the right to enforce arbitration agreements in any
15 other action, or in this action as to any arbitrable claims of Plaintiff and/or PAGA Settlement Mem-
16 bers should settlement not be approved. Nothing in this Agreement shall prevent or prohibit any
17 PAGA Settlement Members, including Plaintiff, to assert any defenses or challenge to any purported
18 arbitration agreements and/or release agreements.

19 51. Knowing and Voluntary Agreement. Each Party has carefully read, and knows and
20 understands the full contents of this Agreement and is voluntarily entering into this Agreement after
21 having received independent legal advice from his or its attorneys with respect to the advisability of
22 making the settlement provided for herein and the advisability of executing this Agreement.

23 52. Joint Drafting. Each of the Parties has participated in the drafting of all provisions of
24 this Agreement, has had an adequate opportunity to read, review, and consider the effect of the
25 language of this Agreement, and has agreed to its terms.

26 53. Severability. If any provision of this Agreement is held to be invalid by a court of
27 competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement,
28 and neither that provision nor its severance and deletion shall affect the validity of the remaining

1 provisions, except that if the Court severs a provision that either of the Parties reasonably considers
2 to be a material term of this Agreement, that Party shall have the option to send a written notice to
3 the other Party no later than fourteen (14) calendar days after the Court severs the provision that it
4 wishes to void the entire Agreement and to restore the Parties to their litigation positions as of before
5 this Agreement was reached. If the Parties are thereafter unable to resolve the issue by reasonable
6 efforts, this Agreement in its entirety shall be deemed null and void, shall be of no force or effect
7 whatsoever, and shall not be referred to or used for any purpose whatsoever. Notwithstanding the
8 foregoing, no portion of any release contained herein may be deemed severed or deleted from this
9 Agreement except upon agreement in writing by Defendant.

10 54. Counterparts. This Agreement may be signed in counterparts. Fax, scan, and/or
11 electronic copies of signatures shall be deemed effective as originals.

12 55. Entire Agreement. This Agreement sets forth the entire agreement between the Par-
13 ties hereto and fully supersedes any and all prior and/or supplemental understandings, whether writ-
14 ten or oral, between the Parties concerning the subject matter of this Agreement. Any modification
15 to this Agreement must be in writing and signed by Plaintiff and Plaintiff's Counsel and Defendant
16 and Defendant's counsel.

17 56. Waive of right to appeal. The Parties agree to waive appeals; except, however, that
18 Plaintiff or Plaintiff's Counsel may appeal any reduction in the Plaintiff's Counsel's Fees and Costs
19 below the amount requested from the Court but must inform Defense Counsel and the Administra-
20 tor of any intent to appeal prior to the distribution of any funds from the Administrator to any PAGA
21 Settlement Members or any other Parties. Any Party may terminate this Settlement or appeal any
22 Court order which is not in substantially the form submitted by the Parties.

23 57. Cooperation. All Parties will cooperate in good faith and apply their best efforts to
24 implement this Settlement, by, among other things, executing all documents to the extent reasonably
25 necessary to effectuate the terms of this Settlement Agreement, submitting supplemental evidence
26 and/or supplemental points and authorities if requested by the Court, or making changes to the Set-
27 tlement if requested by the Court that do not materially affect the essential settlement terms.

1 58. Enforcement Actions. In the event that one or more of the Parties institute any legal
2 action, motion, petition, or other proceeding against any other Party or Parties to enforce the provi-
3 sions of this Settlement or to declare rights and/or obligations under this Settlement, the successful
4 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attor-
5 neys' fees and costs, including expert witness fees incurred.

6
7 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Amended
8 Joint Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

9
10 DATED: 10 / 16 / 2023

11 By: RAMON RODRIGUEZ
12 Ramon Rodriguez
13 Individually and on behalf of the PAGA Settlement
14 Members

15 DATED: August __, 2023

16 By: _____
17 Name: _____
18 Title: _____
19 BOUDREAU PIPELINE CORPORATION

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Amended Joint Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

By: _____
Ramon Rodriguez
 Individually and on behalf of the PAGA Settlement
 Members

By: 
Name: Alan J Boudreau
Title: President
BOUDREAU PIPELINE CORPORATION

Exhibit A

**NOTICE OF PAGA SETTLEMENT AND RELEASE OF
CLAIMS**

***Ramon Rodriguez v. Boudreau Pipeline Corporation
Riverside Superior Court, Case No. CVRI2203480***

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

I. NOTICE OF PAGA SETTLEMENT

On [REDACTED], the Honorable O.G. Magno of the Superior Court of California for the County of Riverside granted approval of the Settlement and ordered that all Aggrieved Employees (also known as PAGA Settlement Members) be notified of the Settlement and mailed their share of the Settlement.

You are receiving this Notice because you are a PAGA Settlement Member who is to be paid under the Settlement.

In this lawsuit, Plaintiff claims that Boudreau Pipeline Corporation (“Defendant”) failed to comply with the requirements of the California Labor Code relating to payment of all minimum and overtime wages due, provision of meal and rest periods, reimbursement of incurred expenses, provision of accurate wages stubs, and timely payment of wages. Plaintiff solely sought civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under the Private Attorneys General Act (“PAGA”) arising out of these alleged violations.

The Aggrieved Employees (otherwise referred to herein as PAGA Settlement Members) are all non-exempt employees of Defendant who worked at least one shift in California from August 17, 2021, through the date the Court has granted approval of the settlement or October 25, 2023, whichever comes first.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENTS

By law, under the Private Attorney Generals Act, the amount recovered in settlement, after paying for attorney’s fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Settlement Members. The State receives 75% of the net settlement amount and the PAGA Settlement Members receive 25% of the net settlement (to be allocated on a pro rata basis).

Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment

based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members (“Individual PAGA Settlement Member Payment”).

You worked <<**PayPeriods**>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<**PayPeriods**>>. Therefore, your Individual PAGA Settlement Member Payment is <<**CheckAmount**>>.

III. RELEASE

The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, the Named Plaintiff and the State of California will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in the LWDA Letter and Plaintiffs’ Complaint; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiffs’ Complaint (“PAGA Released Claims”), including but not limited to claims for civil penalties under PAGA arising out of predicate violations of Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 510, 226.7, 512(a), 226(a)/(f)/(h), 226.3, and 1174(d) during the period from August 17, 2021 through October 25, 2023. This Release does not release any Aggrieved Employee’s claims for wages or damages.

“Released Parties” shall mean Defendant, and its officers, directors, employees, and agents.

Upon entry of the Order approving the Settlement, Aggrieved Employee covered by this Agreement will be unable to seek civil penalties under PAGA for the release claims above.

This Release does not serve to bar, prevent, or otherwise affect the ability of an Aggrieved Employee to bring individual, non-representative claims against Defendants for alleged violations of the Labor Code.

IV. ADDITIONAL INFORMATION

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Riverside, during regular business hours of each court day.

All questions by PAGA Settlement Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Plaintiff’s Counsel.

The attorneys for Plaintiff and the PAGA Settlement Members (“Plaintiff’s Counsel”) are:

Elliot J. Siegel
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

You may call the Settlement Administrator, Simpluris Inc. toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement

payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS.**

Exhibit B

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

RAMON RODRIGUEZ, individually and on
behalf of all similarly situated individuals,

Plaintiff,

v.

BOUDREAU PIPELINE CORPORATION, a
California corporation, and DOES 1-10,
inclusive;

Defendants.

CASE NO. CVRI2203480

[Assigned to Hon. Harold H. Hopp]

PAGA ACTION

**AMENDED [PROPOSED] ORDER
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF
SETTLEMENT PURSUANT TO THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") AND ENTERING
JUDGMENT**

Date: November 14, 2023

Time: 8:30 a.m.

Dept.: 7

Res. ID.: 606717177016

1 [PROPOSED] ORDER AND JUDGMENT

2 The Court, having read and considered Plaintiff's Unopposed Motion for Approval of PAGA
3 Settlement ("Motion") and the attached Joint Stipulation of Settlement of PAGA Representative
4 Action ("Settlement" or "Settlement Agreement"), and having heard and considered the arguments
5 of counsel, and GOOD CAUSE appearing therefore, HEREBY ORDERS as follows:

6 1. The Motion is GRANTED.¹

7 2. The Court grants approval of the Parties' Settlement Agreement.²

8 3. The Court hereby enters Judgment in accordance with the terms of the Settlement
9 Agreement and this Order and Judgment. Upon entry of this Order and Judgment, the Parties shall
10 effectuate and carry out the terms of the Settlement Agreement.

11 4. The Named Plaintiff and the State of California, including the LWDA and related state
12 agencies, are bound by this Order and Judgment.

13 5. The Court finds that the Settlement Agreement has been reached as a result of
14 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
15 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
16 their respective positions in reaching the Settlement.

17 6. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
18 compromise of the State of California's and PAGA Settlement Members' PAGA claims and will
19 avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent in
20 continued litigation. After considering the monetary recovery for claimed civil penalties provided as
21 part of the Settlement in light of the challenges posed by continued litigation, and Court concludes
22 that Class Counsel secured significant relief for State and PAGA Settlement Members.

23 7. On August 1, 2023, Plaintiff's Counsel provided notice of the Settlement to the
24 LWDA. The LWDA did not take action in response to that submission as of the date of this Order.

25
26 ¹ The Court finds that it has Court has personal jurisdiction over the Parties to this litigation and
subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

27 ² A copy of the Settlement Agreement between Plaintiff Ramon Rodriguez and Defendant Boudreau
28 Pipeline Corporation (the "Parties") is attached to the Declaration of Elliot J. Siegel in Support of
Plaintiff's Motion as **Exhibit 1** and is made a part of this Order and Judgment. All capitalized terms
used in this order have the same meaning, force and effect as set forth in the Settlement Agreement.

1 The Court finds that Plaintiff's Counsel provided adequate notice to the California Labor and
2 Workforce Development Agency ("LWDA") in accordance with California Labor Code Section
3 2699(1)(2).

4 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
5 that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
6 all applicable requirements of the California Code of Civil Procedure, the California and United States
7 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
8 applicable law, and in the best interests of each of the State and the PAGA Settlement Members.

9 9. The Court finds and determines that the individual PAGA Settlement Member
10 Payments to be paid to the PAGA Settlement Members as provided for by the Settlement Agreement
11 as their share of civil penalties in this case are fair and reasonable and consistent with PAGA's
12 requirements for allocation of penalties. The Court hereby approves and orders the payment of those
13 amounts be made to the PAGA Settlement Members in accordance with the Settlement Agreement.³

14 10. The Court finds and determines that the LWDA Payment is fair, reasonable, and
15 appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA
16 Payment be made to the LWDA in accordance with the Settlement Agreement.

17 11. The Court finds and determines that the estimated fees and expenses in administrating
18 the Settlement Agreement by Simpluris, Inc. in the amount of \$5,392.00 are fair and reasonable. The
19 Court hereby approves and orders that the payment of that amount to Simpluris, Inc. from the Gross
20 Settlement Amount in accordance with the Settlement Agreement.

21 12. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
22 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for attorneys' fees
23 in the amount of one-third of the Gross Settlement Amount, or \$108,333.33, as fair, reasonable and
24 appropriate.⁴ The Court hereby orders the Settlement Administrator to make this payment to

25 ³ The Court finds that the PAGA Notice to be disseminated with the individual PAGA Settlement
26 Member Payments, attached as **Exhibit A** to the Settlement Agreement, fairly and appropriately
27 informs the PAGA Settlement Members of the results of this Action and the terms of the Settlement
28 Agreement. The Court approves of the Notice and orders the dissemination of the PAGA Notice to
PAGA Settlement Members, to be mailed with their individual PAGA Settlement Member Payments.

⁴ The Court further finds that the hours worked and hourly rates charged by Plaintiff's Counsel in the

1 Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the
2 Settlement Agreement.

3 13. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
4 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for reimbursement
5 of actual and incurred litigation costs in the amount of \$8,024.80. The Court finds this amount to be
6 fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to
7 Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the
8 Settlement Agreement.

9 14. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
10 submitted by Plaintiff's Counsel, the Court approves a service payment of \$10,000.00 to the Named
11 Representative. The Court finds such amount to be fair and reasonable. The Court hereby orders the
12 Settlement Administrator to make this payment to Plaintiff from the Gross Settlement Amount in
13 accordance with the terms of the Settlement Agreement.

14 15. Upon completion of administration of the Settlement as set forth below, Named
15 Plaintiff and the State of California, including the LWDA and related state agencies, release the
16 Defendant, and its officers, directors, employees and agents from all claims for civil penalties under
17 PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the
18 operative Complaint and PAGA Letter, including, claims for penalties under PAGA arising out of
19 Labor Code Sections 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 510, 226.7, 512(a),
20 226(a)/(f)/(h), 226.3, 201, 202, 203, 204, 226.3, 558, 1401, 210 and 1174(d) from August 17, 2021
21 through the October 21, 2023.

22 16. The Settlement Agreement is not an admission by Defendant, nor is this Order and
23 Judgment a finding of validity of any allegations by Plaintiff or of any Labor Code violations or other
24 wrongdoing by Defendant or any other Releasee. Neither this Order and Judgement, the Settlement
25 Agreement, or any other documents referred to herein, nor any action taken to carry out the
26 Settlement Agreement, may be construed as, or may be used as, an admission of any violations, fault,
27 wrongdoing, omission, or liability whatsoever by or against Defendant or other Releasees.

28 _____
lodestar cross-check to be fair and reasonable in light of their background, experience, and quality of
representation.

1 17. Without affecting the finality of this Order or the Entry of Judgment in any way, the
2 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
3 effectuation, and enforcement of this Order and the Settlement.

4 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
5 under the Settlement or under this Order, including the requirement that Defendant fund the Gross
6 Settlement Amount in accordance with the Settlement. The Parties will bear their own costs and
7 attorneys' fees except as otherwise provided by this Court's Order and Judgment and as provided for
8 in the Settlement Agreement.

9 19. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this
10 Order and Judgment within ten (10) calendar days after the Court's entry of this Order.

11 20. Upon completion of administration of the Settlement, the Settlement Administrator
12 will provide written certification of such completion to the Court and counsel for the Parties that shall
13 be filed with the Court five (5) court days before the non-appearance compliance hearing set for
14 _____, 2023 at _____ a.m., in Dept. 1.

15 21. Upon completion of administration of the Settlement, and once written certification
16 of such completion of such completion has been provided to the Court, the claims of Plaintiff
17 individually and the representative claims as a proxy/agent for the State of California and the LWDA
18 shall be dismissed with prejudice.

19 22. Neither this Order and Judgment, this dismissal, nor the Release of Claims in
20 Paragraph 15 serves to bar or otherwise affects the ability of any Aggrieved Employee to bring
21 individual, non-representative claims against Defendants for alleged violations of the Labor Code.

22

23 IT IS SO ORDERED, ADJUDGED, AND DECREED.

24

25 DATED: _____

The Honorable Harold H. Hopp

26

27

28