

Robert H. Pepple (SBN 295426)
rpepple@nixonpeabody.com
Alejandro Castro (SBN 316541)
acastro@nixonpeabody.com
NIXON PEABODY LLP
300 S. Grand Avenue, Suite 4100
Los Angeles, CA 90071-3151
Telephone: (213) 629-6000
Facsimile: (213) 629-6001

Attorneys for Defendants
ELECTUS, INC. and DAVID NAVARRO

Matthew A. Haulk (SBN 272457)
Jose M. Herrera (SBN 289590)
HAULK & HERRERA LLP
100 Pine Street, Suite 100
San Francisco, California 94111
Telephone: (415) 745-3219

Attorneys for Plaintiffs
JESUS LOPEZ CAMACHO and VICTOR
ACEVADO and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JESUS LOPEZ CAMACHO, an individual,
on behalf of himself and others similarly
situated, VICTOR ACEVADO, an individual,
on behalf of others similarly situated,

Plaintiffs,

v.

ELECTUS CONSTRUCTION, INC., DAVID
NAVARRO, and DOES 1 - 50, inclusive,

Defendants.

Case No.: CIVSB2222867

Hon. David S. Cohn, Dept. S-26

**JOINT STIPULATION FOR CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: October 11, 2022
FAC Filed: August 10, 2023

TO THE HONORABLE COURT:

This Joint Stipulation for Class Action & PAGA Settlement (“Settlement Agreement” or “Settlement”) is made and entered into by and between Plaintiffs Jesus Lopez Camacho and Victor Acevedo aka Victor Godinez, [erroneously named Victor Acevado] (“Plaintiffs”), individually and on behalf of others similarly situated, and Defendants Electus Construction, Inc., and David Navarro (“Defendants”) (collectively, Defendants and Plaintiffs will be referred to as the “Parties”), and is subject to the terms and conditions below, and to the Court’s approval. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties will be returned to their respective positions immediately prior to and as if they had never executed this Settlement Agreement as more fully set forth below.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Jesus Lopez Camacho, et al. vs. Electus Construction, Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2222867.

2. “Claims Administrator” means ILYM Group, Inc., the third-party class action settlement claims administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

3. “Claims Administration Expenses” means the costs payable to the Claims Administrator for administering this Settlement, including, but not limited to, printing, translating into Spanish, conducting a National Change of Address search, distributing (including with appropriate postage), and tracking documents for this Settlement in English and

Spanish, any searches to locate any Class Members or PAGA Group Members, tax reporting, distributing the Individual Settlement Payments, Class Counsel Fees and Costs, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a qualified settlement fund account and other responsibilities set forth in this Settlement Agreement and as requested by the Parties. The Claims Administration Expenses are currently estimated to be not more than Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$8,250.00).

4. “Class Counsel” means Matthew A. Haulk, Esq. and Jose M. Herrera, Esq. of Haulk & Herrera LLP.

5. “Class Counsel Fees and Costs” means attorneys’ fees, costs, and expenses approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of this Settlement Agreement or Court order, securing the Court’s approval of the Settlement, administering the Settlement Agreement, and obtaining entry of the judgment terminating the Action. Defendants agree not to oppose an attorneys’ fees request not to exceed thirty-three percent of the Gross Settlement Amount (Fifty-Six Thousand One Hundred Dollars (\$56,100.00), and a reasonable attorneys’ expenses request, not to exceed Eight Thousand Six Hundred Dollars (\$8,600.00), as documented in Class Counsel’s billing statement.

6. “Class List” means a complete list of all Class Members that Plaintiffs and Defendants will diligently and in good faith compile from their records and provide on a confidential basis to the Claims Administrator within twenty-one (21) days after the Court’s entry of an order granting preliminary approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and Defendants will use their best efforts to include each Class Member’s full name; most recent mailing address; last known telephone number if readily available; dates of employment or number of workweeks worked during the Class Period; and Social Security number.

1 7. “Class Member(s)” or “Settlement Class” means Plaintiffs and all individuals
2 who worked for Defendants in California as non-exempt employees at any time during the Class
3 Period.

4 8. “Class Period” means the period from October 11, 2018, through the date that a
5 preliminary approval order is entered.

6 9. “Class Representatives” means Jesus Lopez Camacho and Victor Acevedo aka
7 Victor Godinez, [erroneously named Victor Acevado].

8 10. “Class Settlement Amount” means the portion of the Gross Settlement Amount
9 allocated to the resolution of claims asserted on behalf of the Class Members.

10 11. “Court” means the San Bernardino County Superior Court, or any other court
11 taking jurisdiction of the Action.

12 12. “Effective Date” means the date when the Court’s order granting final approval
13 becomes final, and Defendants fully fund the Gross Settlement Amount. For purposes of this
14 Paragraph, the Court’s order granting final approval “becomes final” upon the last to occur of
15 the following: (a) if there are no objections to the Settlement, the date the Court enters an order
16 granting final approval of the Settlement; (b) if there are objections to the Settlement, and if an
17 appeal, review, or writ is not sought from the Court’s order granting final approval, the day
18 after the time period to appeal the Settlement has expired, *i.e.*, sixty (60) days from the date the
19 Court enters an order granting final approval of the Settlement; or (c) if there are objections to
20 the Settlement, and an appeal, review, or writ is timely sought from the Court’s order granting
21 final approval, the day after the Court’s order granting final approval is affirmed or the appeal,
22 review, or writ is dismissed or denied, and the Court’s order granting final approval is no longer
23 subject to further judicial review.

24 13. “Enhancement Award” shall mean any additional monetary payment provided to
25 the Class Representatives for their efforts and risks on behalf of the Settlement Class in this
26 Action.

27 14. “Gross Settlement Amount” means the maximum settlement amount of One
28 Hundred and Seventy Thousand Dollars and Zero Cents (\$170,000.00), which has been and/or

1 will be paid by Defendants in full satisfaction of all claims arising from the Action. The Gross
2 Settlement Amount includes the Claims Administration Expenses, Enhancement Award, Class
3 Counsel Fees and Costs, the Class Settlement Amount, and the PAGA Settlement Amount in
4 the amount of Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00) of which 75%
5 or Six Thousand Three Hundred Seventy Five Dollars and Zero Cents (\$6,375.00) will be paid
6 to the Labor Workforce Development Agency (“LWDA”) and 25% or Two Thousand One
7 Hundred Twenty-Five Dollars and Zero Cents (\$2,125.00) to PAGA Group Members.
8 Defendants will pay the employer’s share of payroll taxes, as applicable, in addition to the Gross
9 Settlement Amount. Under no circumstances will Defendants pay more than the Gross
10 Settlement Amount and the employer’s share of payroll taxes, as applicable.

11 15. Defendants represent that that there are approximately 6,307 total workweeks in
12 the Class Period. In the event the actual total number of workweeks exceeds in 6,307 by more
13 than 10% (*i.e.*, 6,938) the Gross Settlement Amount shall be increased on pro rata basis at a
14 value of Twenty-Six Dollars and Ninety-Five Cents (\$26.95) per workweek. For example, if
15 the total number of workweeks is 6,939, Defendants would have to increase the Gross
16 Settlement Amount by \$26.95 for a total of One Hundred and Seventy Thousand Twenty-Six
17 Dollars and Ninety-Five Cents (\$170,026.95). Defendants will provide a signed declaration
18 stating the total number of workweeks in the Class Period and the Parties will inform the Court
19 if the escalator clause has been triggered.

20 16. “Individual Settlement Payment” means each Participating Class Member’s and
21 PAGA Group Member’s individual share of the Net Settlement Amount, to be distributed to
22 Plaintiffs, PAGA Group Members, and Class Members who do not request exclusion from the
23 settlement.

24 17. “Net Settlement Amount” means the maximum amount available for distribution
25 to the Class Members and PAGA Group Members, after deduction of Class Counsel Fees and
26 Costs, Enhancement Award, Claims Administration Expenses, and Six Thousand Three
27 Hundred Seventy-Five Dollars and Zero Cents (\$6,375.00) as the PAGA Settlement Amount
28 payable to the LWDA from the Gross Settlement Amount.

1 18. “Notice of Objection” means a Class Member’s valid and timely written
2 objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the
3 objector’s full name, signature, address, and telephone number; and (ii) a written statement of
4 all grounds for the objection accompanied by any legal support for such objection. Further, an
5 objector may appear at the final approval hearing, either in person or through counsel, at his or
6 her expense, regardless of whether the objector submitted a Notice of Objection. The Parties
7 will be permitted to respond in writing to such objections at least seven (7) days prior to the
8 final approval hearing or within the time period set by the Court; provided that PAGA Group
9 Members will not be permitted to object or opt out of the PAGA portion of this Settlement.

10 19. “Notice” means the document titled “Notice of Class Action Settlement”,
11 substantially in the form attached as Exhibit A.

12 20. “Operative Complaint” means the operative complaint filed in the Action on
13 October 11, 2022, and all amendments thereto.

14 21. “PAGA” means the California Private Attorneys General Act of 2004, which is
15 codified in California Labor Code §2698, *et seq.*

16 22. “PAGA Group Member(s)” means Plaintiffs and all current and former hourly
17 non-exempt employees of Defendants within California at any time during the PAGA Period.

18 23. “PAGA Notice” means Plaintiff’s September 28, 2022 letter, directed to
19 Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

20 24. “PAGA Period” means the period from September 28, 2021, through the date
21 that a preliminary approval order is entered.

22 25. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
23 allocated to the resolution of claims asserted that arise under PAGA. The Parties have agreed
24 that the PAGA Settlement Amount is Eight Thousand Five Hundred Dollars and Zero Cents
25 (\$8,500.00), subject to Court approval. Of the PAGA Settlement Amount, 75% or Six Thousand
26 Three Hundred Seventy-Five Dollars and Zero Cents (\$6,375.00) will be paid to the LWDA
27 and the remaining 25% or Two Thousand One Hundred Twenty-Five Dollars and Zero Cents
28 (\$2,125.00) will be distributed to PAGA Group Members.

1 26. “Participating Class Members” means all Class Members who do not submit
2 valid Requests for Exclusion.

3 27. “Preliminary Approval” means the Court order granting preliminary approval of
4 the Settlement Agreement.

5 28. “Released Class Claims” means any and all claims, liabilities, demands,
6 obligations, penalties, costs, expenses, attorney’s fees, damages, action or causes of action of
7 whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged,
8 or that reasonably could have been alleged based on the facts alleged in the Action, including
9 claims for: (a) meal break violations, (b) rest period violations, (c) failure to provide accurate
10 wage statements, (d) failure to reimburse necessary business expenses, (e) waiting time
11 penalties, (f) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties
12 arising under the California Labor Code, including Private Attorneys General Act civil
13 penalties, or Wage Orders based on the alleged failures set forth above (a)-(f) and which were
14 alleged, or that reasonably could have been alleged based on the facts alleged in the Action; (g)
15 any right or claim for unfair business practices in violation of California Business & Professions
16 Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)-(f) and which were
17 alleged, or that reasonably could have been alleged based on the facts alleged in the Action and
18 expressly excluding all other claims, including claims for unemployment insurance, disability,
19 social security, and workers’ compensation, and claims outside of the Class Period; and (h) any
20 violation of the California Labor Code arising from or related to the conduct alleged in in (a)-
21 (f) and which were alleged, or that reasonably could have been alleged based on the facts alleged
22 in the Action, including violation of California Labor Code sections 201, 202, 203, 204, 206,
23 218.5, 221, 223, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, 1197, 1198, 2699.2, 2699.3, 2802,
24 2810.5, and IWC Wage Orders. The Released Class Claims will cover all Class Members who
25 do not submit a Request for Exclusion. The Parties agree that the judgment, and the Released
26 Class Claims provided herein, shall have *res judicata* effect.

27 29. “Released PAGA Claims” means any and all claims for civil penalties under
28 PAGA based on the labor code violations alleged in each and every Notice sent by Plaintiffs to

1 the LWDA; including, but not limited to, California Labor Code sections 201, 202, 203, 204,
2 206, 218.5, 221, 223, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, 1197, 1198, 2699.2, 2699.3,
3 2802, 2810.5, and IWC Wage Orders that were alleged in the LWDA notices and subsequently
4 pled in the Operative Complaint, as well as all facts, theories, or claims for civil penalties that
5 would be considered administratively exhausted under applicable law by the PAGA Notice
6 Plaintiffs sent to the LWDA. PAGA Group Members, regardless of whether they submit timely
7 and valid Requests for Exclusion from the Settlement Class, and the State of California and the
8 LWDA, will release all claims under PAGA that could have been premised on the claims, causes
9 of action or legal theories described the Operative Complaint during the PAGA Period, or, in
10 the alternative, all facts, theories, or claims for civil penalties that would be considered
11 administratively exhausted under applicable law by the PAGA Notice Plaintiffs sent to the
12 LWDA.

13 30. “Released Parties” means Defendants and Defendants’ former and present
14 parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and their
15 current, former, and future owners, officers, shareholders, directors, members, managers,
16 operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders,
17 attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns,
18 or legal representatives, both individually and in their business capacities, and any individual
19 or entity who or which could be jointly liable with Defendants and all persons or entities acting
20 by, through under or in concert with any of them, including but not limited to any and all staffing
21 agencies and professional employment organizations that supplied employees to Defendants, or
22 performed professional employment organization services, as applicable, Doe Defendants, and
23 anyone that can be held legally responsible for the claims alleged in the Operative Complaint.

24 31. “Request for Exclusion” means a timely letter submitted by a Class Member
25 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
26 set forth the name, address, telephone number and last four digits of the Social Security Number
27 of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned
28 by mail or fax to the Claims Administrator at the specified address or fax number indicated in

the Notice; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

32. “Response Deadline” means the deadline by which Class Members must fax or postmark to the Claims Administrator a valid Request for Exclusion, submit objections to the Settlement or dispute workweeks. The Response Deadline will be forty-five (45) days from the initial mailing of the Notice by the Claims Administrator. The Response Deadline for Request for Exclusion, objection or dispute workweeks will be extended fifteen (15) days for any Class Member who is re-mailed a Notice by the Claims Administrator in accordance with the notice procedure described within this Settlement Agreement. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants’ counsel.

TERMS OF AGREEMENT

Plaintiffs, both individually and on behalf of the Settlement Class, and Defendants agree as follows:

33. Impact of Any Court Determination Not to Enter Final Approval Order. In the event that the Court does not enter an order granting final approval and this Settlement Agreement does not become effective, the following will occur:

- a. on the date final approval is denied, the status of the Action will be deemed to return to its status at the time immediately prior to and as if the Parties had never executed this Settlement Agreement; and
- b. Defendants will pay the Claims Administrator for any costs incurred by the Claims Administrator.

34. Settlement Funding. Within thirty (30) days of the Court’s order granting final approval becoming final, as explained in Paragraph 12, Defendants will make the entire Gross Settlement Amount in the amount of One Hundred and Seventy Thousand Dollars and Zero Cents (\$170,000.00). The employers’ share of the payroll taxes, which shall be paid in addition to the Gross Settlement Amount.

35. Class Counsel Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Class Counsel Fees in the amount of up to Fifty-Six

1 Thousand One Hundred Dollars and Zero Cents (\$56,100.00). Defendants also agree not to
2 oppose or impede any application by Class Counsel for the reimbursement of the actual costs
3 and expenses associated with Class Counsel's litigation and settlement of the Action. In
4 consideration of their awarded attorneys' fees and costs and expenses, Plaintiffs and Class
5 Counsel waive any and all claims to any further attorneys' fees and expenses in connection with
6 the Action.

7 36. Enhancement to Plaintiffs. Plaintiffs may petition the Court to approve an
8 Enhancement Award in an amount up to Seven Thousand Five Hundred Dollars and Zero Cents
9 (\$7,500.00) for Jesus Lopez Camacho and Victor Acevedo each to acknowledge their efforts
10 on behalf of the Class Members in this Action, including assisting in the investigation and
11 consulting with Class Counsel. Defendant shall not oppose any request by Plaintiff for an
12 Enhancement Award in such an amount (\$15,000.00 total). Any Enhancement Award approved
13 by the Court shall be paid to Plaintiffs from the Gross Settlement Amount and shall be in
14 addition to any distribution to which they may otherwise be entitled under this Agreement. Any
15 Enhancement Award approved by the Court shall not be considered wages, and the Claims
16 Administrator shall issue to Plaintiffs an IRS Form 1099 reflecting such payment. Plaintiffs
17 shall be responsible for the payment of all taxes with respect to any Enhancement Award
18 approved by the Court and shall hold Defendants harmless from all liability with regard thereto.

19 37. Claims Administration Expenses. The Claims Administrator will be paid for the
20 reasonable fees and costs of administration of the Settlement, which are estimated no to exceed
21 Eight Thousand Two Hundred and Fifty Dollars and Zero Cents (\$8,250.00). These will include,
22 *inter alia*, fees and costs payable to the Claims Administrator for printing, translating into
23 Spanish (or other first-languages of Class Members, if necessary), distributing (including with
24 appropriate postage), and tracking documents for this Settlement in English and Spanish, any
25 searches to locate any Class Members, calculating estimated amounts per Class Member, tax
26 reporting, distributing the Individual Settlement Payments, Class Counsel Fees and Costs,
27 payment to LWDA from the PAGA Settlement Amount, and providing necessary certification
28

of completion of notice, reports and declarations, establishing and administering a Qualified Settlement Fund account, required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, calculating the employers' share of payroll taxes on the wage portion of the Individual Settlement Payments and coordinating related reporting, and other responsibilities as requested by the Parties. The Claims Administration Expenses will be paid from the Gross Settlement Amount.

38. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members and PAGA Group Members in accordance with the terms of this Agreement.

39. Individual Share of Class Settlement Amount. Defendants will provide the Claims Administrator with the total number of workweeks for each Participating Class Member. The Claims Administrator will divide the Net Settlement Amount less Two Thousand One Hundred Twenty-Five Dollars and Zero Cents (\$2,125.00) (or the Court approved amount from the PAGA Settlement Amount allocated for payment to PAGA Group Members) by the total number of workweeks for Participating Class Members and then multiply this amount by each Participating Class Member's total number of workweeks to yield that employee's individual share of the Class Settlement Amount. Any one day worked during a Workweek will be credited as a full workweek. This formula is reflected as follows:

$$\frac{\begin{array}{l} \text{Net Settlement} \\ \text{Amount} - \text{PAGA} \\ \text{Settlement} \\ \text{Amount} \end{array}}{\begin{array}{l} \text{Total number of} \\ \text{Workweeks for} \\ \text{all Participating} \\ \text{Class Members} \end{array}} \times \begin{array}{l} \text{Participating} \\ \text{Class Member's} \\ \text{Workweeks} \end{array}$$

In the event a Class Member submits a timely Request for Exclusion from the settlement, he/she will not receive his/her individual share of the Class Settlement Amount and his/her individual share of the Class Settlement Amount will be added to the Net Settlement Amount.

40. Individual Share of PAGA Settlement Amount. In addition, each PAGA Group

Member will receive an individual share of the Two Thousand One Hundred Twenty Five Dollars and Zero Cents (\$2,125.00) portion of the PAGA Settlement Amount intended for the PAGA Group Members (or 25% of the PAGA Settlement Amount approved by the Court). The individual share of the PAGA Settlement Amount shall be calculated by the Claims Administrator, with a formula similar to payments to Participating Class Members. Any one day worked during a Workweek will be credited as a full workweek. This formula is reflected as follows:

$$\frac{\$2,125.00 \text{ of PAGA Settlement Amount to PAGA Group Members}}{\text{Total number of Workweeks for all PAGA Group Members during PAGA Period}} \times \text{Individual PAGA Group Member's Workweeks during PAGA Period}$$

No PAGA Group Member will be permitted to exclude themselves from the PAGA claim portion of the Settlement. The individual share of the PAGA Settlement Amount will be distributed by the Claims Administrator by mail to the PAGA Group Members including to those Class Members who submitted a request for exclusion.

41. No Credit Toward Benefit Plans. All Class Settlement Amounts received by Class Members shall be deemed to be income to such Class Members solely in the year in which such payments actually are received by the Class Members. It is expressly understood and agreed that the receipt of such Class Settlement Amounts will not entitle any Class Member to additional compensation or benefits under any company bonus, paid time off (including vacation and sick leave), or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement Agreement that the Class Settlement Amounts provided for in this Settlement Agreement are the sole payments to be made by Defendants to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits

as a result of having received their share of the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

42. Claims Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

43. Delivery of the Class List. Within twenty-one (21) days of Preliminary Approval, Defendants, with the assistance of Plaintiffs, will provide the Class List to the Claims Administrator.

44. Notice by First-Class U.S. Mail. Within seven (7) days after receiving the Class List from Defendants, or in accordance with the timelines set forth in this *Joint Stipulation for Class Action and PAGA Settlement*, the Claims Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail.

45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Claims Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Claims Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address, and the Claims Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Claims Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice will have between the later of (i) an additional fifteen (15) days or (ii) the Response Deadline to fax or postmark a Request for Exclusion, submit an objection to the Settlement or dispute workweeks.

46. Notice. All Class Members will be mailed the Notice. The Notice will also be translated and provided in Spanish. The Notice will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement Agreement's principal terms; (3) the

1 Settlement Class definition; (4) each Class Member's number of workweeks worked during the
2 Class Period; (5) each Class Member's estimated individual share of the Class Settlement
3 Amount; (6) each PAGA Group Member's estimated individual share of the PAGA Settlement
4 Payment; (7) the dates which comprise the Class Period; (8) instructions on how to submit valid
5 Requests for Exclusion, objections or dispute workweeks; (9) the deadlines by which the Class
6 Member must fax or postmark Request for Exclusions, submit objections to the Settlement or
7 dispute workweeks; (10) the claims to be released, as set forth in this Settlement Agreement;
8 (11) the Court's updated social distancing rules; and (12) where Class Members may obtain
9 additional information, including any changes to the date and location of court hearings, and
10 the Court's order granting final approval of class action settlement and entering judgment
11 following the final approval hearing (*i.e.*, the Court's website or posted on the Settlement
12 Administrator's website). The Claims Administrator shall also post a copy of the Notice
13 attached as Exhibit A, or any updated Notice as required by the Court, and the motion for
14 preliminary approval and final approval hearing dates, locations, and times and the final
15 judgment on its website.

16 47. Request for Exclusion Procedures. Any Class Member wishing to opt out from
17 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
18 Claims Administrator within the Response Deadline. The date of the fax or postmark on the
19 return mailing envelope will be the exclusive means to determine whether a Request for
20 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that
21 they will not solicit or encourage Class Members to opt-out or object to this Settlement
22 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group
23 Members are bound by the Court's resolution of that claim. Class Members who are also PAGA
24 Group Members submitting a request for exclusion will nevertheless receive their pro-rata share
25 of the 25% of the PAGA Settlement Amount allocated for the PAGA Group Members.

26 48. Defective Submissions. If a Class Member's Request for Exclusion is defective
27 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
28 opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure

1 letter within three (3) days of receiving the defective submission to advise the Class Member
2 that his or her submission is defective and that the defect must be cured to render the Request
3 for Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or
4 (ii) fifteen (15) days from the date of the cure letter to fax or postmark a revised Request for
5 Exclusion.

6 49. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
7 Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely
8 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to
9 the Released Class Claims (other than as it applies to the PAGA claims with respect to the
10 PAGA Group Members), as well as any judgment that may be entered by the Court if it grants
11 final approval to the Settlement Agreement. If the Court approves the compromise of the PAGA
12 claim, Class Members who are also PAGA Group Members submitting a request for exclusion
13 will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata
14 share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

15 50. Objection Procedures. To object to the Settlement Agreement, a Class Member
16 may submit a Request for Exclusion and may mail a valid Notice of Objection to the Claims
17 Administrator by the Response Deadline. The Claims Administrator will notify counsel for the
18 Parties forthwith via email. Class Counsel will lodge the objection with the Court. The Notice
19 of Objection must be signed by the Class Member and contain all information required by this
20 Settlement Agreement. The postmark date of the mailing will be deemed the exclusive means
21 for determining that the Notice of Objection is timely. Class Members who wish to object will
22 have a right to appear at the final approval hearing, with or without counsel at his/her own
23 expense, in order to have their objections heard by the Court, regardless of whether they
24 submitted a Notice of Objection. At no time will any of the Parties or their counsel seek to
25 solicit or otherwise encourage Class Members to submit written objections to the Settlement
26 Agreement or appeal from the Court's order granting final approval and judgment.

27 51. Workweek Dispute Procedure. Class Members may dispute the number of weeks
28 worked during the Class Period by submitting a workweek dispute form to the Settlement

1 Administrator by the Response Deadline. The Settlement Administrator will provide any
2 workweek dispute forms it receives to Defendants and Class Counsel within two (2) days of
3 receipt of the workweek dispute form. Defendants may provide additional information to the
4 Settlement Administrator that might enable the Settlement Administrator to determine the
5 correct number of workweeks. The Settlement Administrator shall make a final decision
6 regarding the workweeks for each Class Member who disputes the Class Member's workweeks
7 stated in the Notice based on the information provided by the Class Member on the workweek
8 dispute form and any information provided by Defendants. The Settlement Administrator's final
9 decision shall be made within fifteen (15) days after the Response Deadline.

10 52. Certification Reports Regarding Individual Settlement Payment Calculations.

11 The Claims Administrator will provide Defendants' counsel and Class Counsel a weekly report
12 which certifies: (i) the number of Class Members who have submitted a valid Request for
13 Exclusion; (ii) the number of Class Members who have submitted a valid Notice of Objection;
14 and (iii) the number of any deficient Requests for Exclusion or objections. Additionally, the
15 Claims Administrator will provide to counsel for both Parties any updated reports regarding the
16 administration of the Settlement Agreement as needed or requested. If requested by Plaintiffs'
17 counsel or the Court, the Claims Administration shall also provide a declaration attesting to the
18 services to be provided pursuant to this Settlement Agreement and/or the results of the mailing
19 of the Notice.

20 53. Timing of Distribution of Payments. Within five (5) days of Defendants
21 depositing the Gross Settlement Amount, the Claims Administrator will issue payments to: (1)
22 Participating Class Members and PAGA Group Members; (2) Plaintiffs; (3) Class Counsel; and
23 (4) the LWDA. The Claims Administrator will also issue a payment to itself for Court-approved
24 services performed in connection with the settlement.

25 54. Uncashed or Undeliverable Settlement Checks. Individual settlement checks
26 paid to participating Class Members will be valid for one hundred and eighty (180) days.
27 Participating Class Members will have one hundred and eighty (180) days from the date of
28 issuance of the check to cash their check. For any check not cashed after one hundred and eighty

(180) days, the Claims Administrator will send the amount represented by the check to the California State Controller's Office Unclaimed Property Fund, with the identity of the Participating Class Member to whom the funds belong, to be held for the participating Class Member per California Unclaimed Property Law, in the interest of justice. The money paid to the California State Controller's Office Unclaimed Property Fund will remain the Participating Class Member's property. This will allow Participating Class Members who did not cash their checks to collect their Individual Settlement Payments at any time in the future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and California Code of Civil Procedure section 384 shall not apply. The funds will be held by the State until claimed by the employee and the uncashed check never ceases to be the employee's property.

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

56. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: 100% of each PAGA Group Members' pro-rata share of the \$2,125 allocated from the PAGA Settlement Amount shall be allocated as penalties; 15% of each individual share of the Class Settlement Amount will be considered wages; and 85% of each will be considered interest and penalties. The portion allocated to wages of each individual share of the Class Settlement Amount will be reported on an IRS Form W-2 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the Claims Administrator.

57. Administration of Taxes by the Claims Administrator. The Claims Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Group Members, Class Counsel, and Defendants any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Claims Administrator will also be responsible for forwarding all payroll taxes and other legally required withholdings, and related reporting, to the appropriate government authorities.

1 58. Defendants' Responsibility for Employer Taxes. For any portion of the Class
2 Members' individual share of the Class Settlement Amount that are designated as "wages" for
3 purposes of tax reporting, the employer's taxes, employer contributions of all federal, state, and
4 local taxes (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the
5 Gross Settlement Amount, via and with the Claims Administrator's assistance.

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

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

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

7 61. Release of Claims by Class Members. Upon the date the Court enters an order
8 granting final approval of the Settlement and Defendants fully fund the Gross Settlement
9 Amount, all Class Members who do not timely submit a valid Request for Exclusion do and
10 will be deemed to have fully, finally and forever released, settled, compromised, relinquished,
11 waived, and discharged any and all of the Released Parties of and from any and all Released
12 Class Claims accruing during the Class Period. In addition, on the date the Court enters an order
13 granting final approval of the Settlement Agreement and Defendants fully fund the Gross
14 Settlement Amount, all Class Members who do not timely submit a valid Request for Exclusion
15 and all successors in interest will be barred from prosecuting or participating in any and all
16 Released Class Claims against the Released Parties.

17 62. Release of Claims by PAGA Group Members. Upon the date the Court enters an
18 order granting final approval of the Settlement and Defendants fully fund the Gross Settlement
19 Amount, the State of California and all PAGA Group Members (regardless of whether PAGA
20 Group Members opt out of the Class Settlement) will be deemed to have fully, finally and
21 forever released, settled, compromised, relinquished, waived, and discharged any and all of the
22 Released Parties of and from any and all Released PAGA Claims accruing during the PAGA
23 Period.

24 63. Release by Plaintiffs. Upon the date the Court enters an order granting final
25 approval of the Settlement and Defendants fully fund the Gross Settlement Amount, in addition
26 to the claims being released by all Class Members, Plaintiffs will provide the following
27 additional general release (“General Release”): Plaintiffs, individually and on behalf of their
28 heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally

1 releases the Released Parties from all claims, demands, rights, liabilities and causes of action
2 of every nature and description whatsoever, known or unknown, asserted or that might have
3 been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or
4 regulation arising out of, relating to, or in connection with any act or omission by or on the part
5 of any of the Released Parties committed or omitted prior to the execution of this Agreement.
6 This General Release includes any unknown claims Plaintiffs do not know or suspect to exist
7 in their favor at the time of this General Release, which, if known by them, might have affected
8 their settlement with, and release of, the Released Parties or might have affected their decision
9 not to object to this Settlement Agreement or this General Release. To the extent the foregoing
10 releases are releases to which Section 1542 of the California Civil Code or similar provisions
11 of other applicable law may apply, Plaintiffs expressly waive any and all rights and benefits
12 conferred upon them by the provisions of Section 1542 of the California Civil Code or similar
13 provisions of applicable law which are as follows:

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

21 The significance of this General Release and waiver of Civil Code Section 1542 has been
22 explained to Plaintiffs by their respective counsel. The General Release by Plaintiffs expressly
23 excludes any claims that cannot be released by law.

24 64. Neutral Reference. Defendants agree that they will only provide a neutral
25 reference for Plaintiffs should any prospective employers contact them regarding Plaintiffs'
26 employment. Defendants shall only provide the dates of employment and Plaintiffs' last job
27 title held with Defendants.

1 65. Nullification of Settlement Agreement. In the event that: (i) the Court does not
2 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
3 Agreement does not become final for any other reason, then this Settlement Agreement and any
4 documents generated to bring it into effect will be null and void. Any order or judgment entered
5 by the Court in furtherance of this Settlement Agreement will likewise be treated as void from
6 the beginning. In such case, this Settlement Agreement shall not be used or be admissible in
7 any subsequent proceedings, either in this Action, this Court, or any other Court or forum.

8 66. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court
9 to request the Preliminary Approval of the Settlement Agreement, and the entry of a preliminary
10 approval order for: (i) conditional certification of the Settlement Class for settlement purposes
11 only; (ii) preliminary approval of the proposed Settlement Agreement; and (iii) setting a date
12 for a final approval hearing. In conjunction with the Plaintiffs' motion for preliminary approval,
13 Class Counsel will submit this Settlement Agreement, which sets forth the terms of this
14 Settlement and will include the proposed Notice.

15 67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
16 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement
17 Agreement, and with the Court's permission, a final approval hearing will be conducted to
18 determine the final approval of the Settlement Agreement along with the amounts properly
19 payable for: (i) Individual Settlement Payments; (ii) the Class Counsel Fees and Costs; (iii)
20 payment to LWDA from the PAGA Settlement Amount; (iv) all Claims Administration
21 Expenses and (v) Enhancement Award. Class Counsel will be responsible for drafting all
22 documents necessary to obtain final approval. Class Counsel will also be responsible for
23 drafting the attorneys' fees and costs application to be heard at the final approval hearing.

24 68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement
25 Agreement by the Court or after the final approval hearing, the Parties will present a proposed
26 judgment to the Court for its approval. Pursuant to California Rules of Court, Rule 3.771(b),
27 the Claims Administrator shall post on its website a copy of the judgment for a period of thirty
28 (30) days from the date the Court signs the judgment. After entry of the judgment, the Court

1 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
2 enforcement of the terms of the Settlement Agreement; (ii) Settlement administration matters;
3 and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in
4 this Settlement Agreement.

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

9 70. Entire Agreement. This Settlement Agreement and any attached Exhibits
10 constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous
11 written or oral agreements may be deemed binding on the Parties. The Parties expressly
12 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
13 1856(a), which provide that a written agreement is to be construed according to its terms and
14 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
15 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
16 this Agreement.

17 71. Amendment or Modification. This Settlement Agreement may be amended or
18 modified only by a written instrument signed by counsel for all Parties or their successors-in-
19 interest.

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

supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

73. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement Agreement, as previously defined.

74. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

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

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

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

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

1 79. Enforcement Actions. In the event that one or more of the Parties institutes any
2 legal action or other proceeding against any other Party to enforce the provisions of this
3 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
4 the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys'
5 fees and costs, including expert witness fees incurred in connection with any enforcement
6 actions.

7 80. Mutual Preparation. The Parties have had a full opportunity to negotiate the
8 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
9 will not be construed more strictly against one party than another merely by virtue of the fact
10 that it may have been prepared by counsel for one of the Parties, it being recognized that,
11 because of the arms-length negotiations between the Parties, all Parties have contributed to the
12 preparation of this Agreement.

13 81. Representation By Counsel. The Parties acknowledge that they have been
14 represented by counsel throughout all negotiations that preceded the execution of this
15 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
16 and advice of counsel.

17 82. All Terms Subject to Final Court Approval. All amounts and procedures
18 described in this Settlement Agreement will be subject to final Court approval.

19 83. Cooperation and Execution of Necessary Documents. All Parties will cooperate
20 in good faith and execute all documents to the extent reasonably necessary to effectuate the
21 terms of this Settlement Agreement.

22 84. Binding Agreement. The Parties warrant that they understand and have full
23 authority to enter into this Agreement, and further intend that this Agreement will be fully
24 enforceable and binding on all Parties and agree that it will be admissible and subject to
25 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
26 provisions that otherwise might apply under federal or state law.

27 85. No Admission of Liability. Nothing contained in this Settlement Agreement shall
28 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the

1 part of Defendants. Each of the Parties has entered into this Settlement Agreement with the
2 intention to avoid further disputes and litigation, and the attendant inconvenience and expense,
3 and to fully and forever buy their respective peace. This Settlement Agreement shall be
4 inadmissible in evidence in any action or proceeding, by any party, except an action or
5 proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's
6 terms.

7 86. Communications. The Parties and their counsel agree that they will not publicize
8 or issue or post any press releases, advertising, or marketing, or initiate any contact with the
9 media about this case or the parties involved, including the fact, amount, or terms of the
10 Settlement Agreement. If counsel for either Party receives an inquiry about the Settlement
11 Agreement from the media, counsel may only respond that a settlement has been reached.
12 Before the date on which the Parties file their motion for preliminary approval of the Settlement
13 Agreement, Plaintiffs and their Class Counsel will not initiate any contact with Class Members
14 other than Plaintiffs about the Settlement, except that, if contacted by a Class Member, they
15 may respond that a settlement has been reached and that the details will be communicated in a
16 forthcoming Court-approved notice.

17 87. Disputes. Any dispute between the Parties concerning the interpretation or
18 implementation of this Settlement Agreement will be resolved by the Court, pursuant to the
19 procedure within this Paragraph. Prior to any such resort to the Court, counsel for the Parties
20 will confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute
21 themselves, the dispute will be submitted to Kevin T. Barnes, Esq. for mediation. If mediation
22 of the dispute is not successful, the Parties may then seek the Court's assistance in resolution
23 of the dispute.

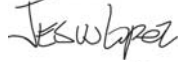
24 88. Applicable Law. All terms and conditions of this Stipulation and its exhibits will
25 be governed by and interpreted according to the laws of the State of California, without giving
26 effect to any conflict of law or choice of law principles.
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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF



Jesus Lopez Camacho

Dated: 02 / 29 / 2024

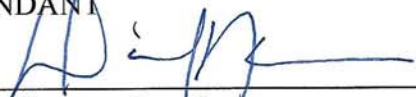
PLAINTIFF



Victor Acevedo aka Victor Godinez

Dated: 02 / 29 / 2024

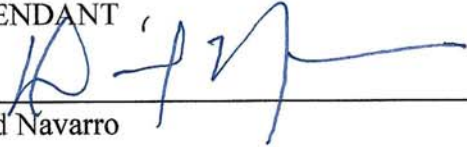
DEFENDANT



Electus Construction, Inc.

Dated: 2 / 28 / 24

DEFENDANT



David Navarro

Dated: 2 / 28 / 24

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APPROVED AS TO FORM

Dated: 2/29/24

HAULK & HERRERA LLP

By: _____

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.

Attorneys for Plaintiffs
JESUS LOPEZ CAMACHO, individual, on
behalf of himself and others similarly, and
VICTOR ACEVADO, an individual, on
behalf of himself and other similarly situated

Dated: 02/28/2024

NIXON PEABODY, LLP

By: _____

Robert H. Pepple
Alejandro J. Castro

Attorneys for Defendants
ELECTUS CONSTRUCTION, INC., and
DAVID NAVARRO

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IP: 23.242.129.42



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IP: 172.56.232.210



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IP: 172.56.180.254



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IP: 172.56.232.210



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