

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement is entered into by and between Plaintiff Isidro Manuel Reyes (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Laird R & F Products, Inc. (“Defendant”) (collectively, the “Parties”), and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court’s approval.

A. DEFINITIONS

1. “Action” means the case entitled *Isidro Manuel Reyes v. Laird R & F Products, Inc.*, San Diego County Superior Court Case No. 37-2022-00041800-CU-OE-CTL.

2. “Aggrieved Employees” means all current and former hourly paid or non-exempt employees who have worked for Defendant within California at any time from October 13, 2021, through March 30, 2024.

3. “Agreement,” “Settlement Agreement,” or “Settlement” means this Class Action and PAGA Settlement Agreement, including Exhibit A.

4. “Class” or “Class Members” means all of Defendant’s current and former hourly-paid or non-exempt employees within the State of California at any time from October 17, 2018, to March 30, 2024.

5. “Released Class Claims” means the claims being released as described in Paragraph 55, below.

6. “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua Falakassa of Falakassa Law, P.C.

7. “Class Data” means a complete list of Class Member identifying information in Defendant’s possession, including each Class Member’s full name, last known mailing address, telephone number, Social Security Number, and number of Workweeks Worked as non-exempt or hourly employees of Defendant during the Class Period and the PAGA Period for each Settlement Class Member.

8. “Class Period” shall mean October 17, 2018, to March 30, 2024.

9. “Class Representative” means the named Plaintiff in the Action, Isidro Manuel Reyes, who is seeking Court approval to serve as a Class Representative.

10. “Complaint” means the operative complaint filed in the Action on or about October 17, 2022, and any amendments thereto.

11. “Court” means the Superior Court of California, County of San Diego.

12. “Defendant” means Laird R & F Products, Inc.

13. “Defendant’s Counsel” or “Defense Counsel” means Shannon B. Nakabayashi and Jessica C. Shafer of Jackson Lewis P.C.

14. “Effective Date” means the latter of (a) the Court’s final approval of the settlement if no objections by or on behalf of Class Members have been filed and not withdrawn; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed. “Final” means that the Settlement has been granted “Final Approval” by the Court and the “Effective Date” has occurred.

15. “Final Approval” means the Court’s order granting final approval of the Settlement and entering judgment.

16. “Final Settlement Class” means, collectively, all Participating Class Members and all Aggrieved Employees.

17. “Gross Settlement Amount” means the total amount that Defendant shall pay in connection with this Settlement in exchange for the release of claims described in Paragraph 5 of this Agreement. The Gross Settlement Amount is the gross sum of Seven Hundred Sixty-Five Thousand Dollars (\$765,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is the maximum amount that will be paid by Defendant under the terms of the Settlement and includes Individual Settlement Amounts (including PAGA payments to the Aggrieved Employees), attorneys’ fees of Class Counsel, costs and expenses, the Service Payment to Class Representative, all Settlement Administration Costs, and payment to the Labor Workforce Development Agency (LWDA) for PAGA penalties. Defendant shall separately pay the employers’ share of applicable payroll taxes. The Settlement is based on Defendant’s representation that there are approximately 19,000 workweeks. If the actual number of total workweeks exceeds 10% (Ten Percent), then the Settlement Amount shall increase on a proportional basis (*e.g.*, if there was a 15% increase in the number of workweeks, Defendant will increase the maximum settlement amount by 5%).

18. “Individual Settlement Amount” shall have the meaning ascribed to it in Paragraph 50(b) below.

19. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 50(a) below.

20. “Notice” means the Court approved Notice of Class Action and PAGA Settlement to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** to this Agreement and incorporated by reference into this Agreement.

21. “Notice Response Deadline” is forty-five (45) calendar days from the date the Notice is mailed to the Settlement Class Members.

22. “Objecting Settlement Class Member” means a Settlement Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with respect to the Class Claims pursuant to Paragraph 70(c) below.

23. “PAGA” shall refer to the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.*

24. “Released PAGA Claims” shall mean the PAGA claims being released as described in Paragraph 56, below.

25. “PAGA Notice” shall refer to the notices sent by Plaintiff, by and through counsel, to the LWDA and to Defendant, alleging that Defendant engaged in violations of the California Labor Code and California Wage Order(s).

26. “PAGA Penalties” means the total amount of \$10,000 in PAGA penalties to be paid from the Gross Settlement Amount, 25% of which (\$2,500) shall be paid to the Aggrieved Employees, and 75% of which (\$7,500) shall be paid to the LWDA in settlement of the Released PAGA Claims.

27. “PAGA Period” shall mean October 13, 2021, through March 30, 2024.

28. “Participating Class Member” means a Class Member who does not opt out of the Settlement by submitting a valid and timely Request for Exclusion.

29. “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class Members, the Aggrieved Employees, and Defendant, collectively.

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1 30. “Preliminary Approval Date” means the date the Court preliminarily approves the
2 Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

3 31. “Preliminary Approval Order” means the judicial Order to be entered by the Court,
4 upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing
5 for the issuance of the Notice to the Settlement Class Members, an opportunity to opt out of settlement
6 of the Class Claims, an opportunity to submit timely objections to the terms of this Settlement related
7 to the Class Claims, and setting a hearing on the fairness of the terms of Settlement, including
8 approval of attorneys’ fees and costs.

9 32. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator
10 for the benefit of the Final Settlement Class, and from which the settlement and individual PAGA
11 payments shall be made, and which is intended to be a fund that qualifies under US Treasury
12 Regulation Section 468B-1.

13 33. “Release” shall mean the release and discharge of the Class Claims by Plaintiff and
14 all of the Participating Class Members and the release and discharge of the PAGA Claims by Plaintiff,
15 the State of California, and all of the Aggrieved Employees.

16 34. “Released Parties” shall refer to Defendant, and its present and former parent
17 companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders,
18 officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any other
19 individual or entity that could be liable for any of the Released Claims.

20 35. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 71(a)
21 below.

22 36. “Service Payment” or “Service Award” means the amount approved by the Court to
23 be paid to Class Representative, not to exceed Ten Thousand Dollars (\$10,000), in addition to his
24 Individual Settlement Amount as a Participating Class Member.

25 37. “Settlement Administration Costs” means the costs payable from the Settlement
26 Amount to the Settlement Administrator for administering this Settlement, including, but not limited
27 to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence,
28 reporting and remittance obligations, distributing the Settlement Amount, and providing necessary

1 reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be
2 paid from the Settlement Amount.

3 38. "Settlement Administrator" means and refers to ILYM Group, Inc., which the Parties
4 have mutually agreed will provide the Notice to the Class Members and distribute the settlement
5 amounts as described in this Agreement.

6 39. "Settlement Amount" or "Gross Settlement Amount" shall have the meaning ascribed
7 to it in Paragraph 50(a) below.

8 40. "Settlement Class Member" refers to individual members of the Settlement Class.

9 41. "Settlement Class" and "Settlement Class Members" refers to all persons who are or
10 were previously employed by Defendant in California classified as a non-exempt employee during
11 the Class Period.

12 42. "Workweek" means any week during which a Class Member worked at least one shift
13 for Defendant during the Class Period, as applicable. Workweeks shall not include weeks where a
14 Class Member only had sick time, vacation time, was on leave, or otherwise did not perform any
15 actual work for Defendant. Workweeks will be calculated based on Defendant's business records.

16 **B. GENERAL TERMS**

17 43. On or about October 17, 2022, Plaintiff filed the Complaint against Defendant,
18 including allegations of: (1) failure to pay all minimum wages, (2) failure to pay all overtime wages,
19 (3) failure to provide meal periods and pay missed meal period premiums, (4) failure to provide rest
20 periods and pay missed meal period premiums, (5) failure to pay all sick time, (6) failure to pay all
21 vested vacation, (7) failure to furnish accurate itemized wage statements, (8) waiting time penalties,
22 (9) failure to reimburse necessary business expenses, (10) unfair competition, and (11) PAGA
23 penalties.

24 44. Defendant denies Plaintiff's claims and allegations and further contends that the
25 Action is not suitable for class certification and/or representative treatment.

26 45. Class Representative believes he can proceed with his class and representative claims,
27 that the Action is meritorious, and that class certification is appropriate.

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1 46. The Parties have conducted a thorough investigation into the facts of the Action. This
2 includes conducting extensive exchange of informal discovery, including Defendant's written
3 policies and practices and the production of payroll and timekeeping records for Settlement Class
4 Members and Aggrieved Employees. Class Counsel is both knowledgeable about and has done
5 extensive research with respect to the applicable law and potential defenses to the claims of the
6 Settlement Class Members and Aggrieved Employees. Class Counsel has diligently pursued an
7 investigation of the Class Members' claims against Defendant. Based on the foregoing data and on
8 their own independent investigation and evaluation, Class Counsel is of the opinion that the
9 settlement with Defendant for the consideration and on the terms set forth in this Settlement
10 Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class
11 Members and Aggrieved Employees in light of all known facts and circumstances, including the risk
12 of significant delay and uncertainty associated with litigation, various defenses asserted by
13 Defendant, and numerous potential appellate issues.

14 47. On January 30, 2024, the Parties participated in mediation before Steven Serratore,
15 Esq., a highly experienced class action mediator, and reached a settlement on that day.

16 48. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to
17 be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement, shall
18 be construed as an admission by Defendant of any wrongdoing or as a violation of any statute or law
19 or liability on the claims or allegations in the Action.

20 49. Stipulation for Class Certification and Representative Treatment. For settlement
21 purposes only, Defendant will stipulate that the Settlement Class Members described herein who do
22 not Request Exclusion from the Settlement Class may be conditionally certified as a settlement class
23 and that the Aggrieved Employees are appropriate for representative treatment for purposes of
24 settlement. This stipulation to certification and representative treatment is in no way an admission
25 that class action certification and/or representative treatment is proper and shall not be admissible in
26 this or in any other action except for the sole purposes of enforcing this Agreement. Should, for
27 whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification
28 and representative treatment and Memorandum of Understanding that was executed as part of the

1 Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be
2 admissible in connection with, the issue of whether or not class certification and/or representative
3 treatment would be appropriate in a non-settlement context. Defendant expressly reserves its rights
4 and declares that it will continue to oppose class certification, representative treatment, and the
5 substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly
6 reserves his rights and declares that he will continue to pursue class certification and representative
7 treatment and a trial should the Court fail to issue Final Approval.

8 **C. TERMS OF SETTLEMENT**

9 50. The financial terms of the Settlement are as follows: the Settlement Administrator will
10 make and deduct the following payments from the Gross Settlement Amount, in the amounts
11 specified by the Court in the Final Approval.

12 (a) Net Settlement Amount: The “Net Settlement Amount” is defined as the Gross
13 Settlement Amount less the Attorneys’ Fees and Costs as approved and awarded by the Court, the
14 Service Payment to Class Representative as approved and awarded by the Court, the Settlement
15 Administration Costs, as approved and awarded by the Court, and Ten Thousand Dollars
16 (\$10,000.00) allocated to payment for PAGA penalties as described in paragraph 50(b)(i) below. In
17 the event that the Court reduces the attorneys’ fees and litigation costs, Service Awards, or Settlement
18 Administration Costs, or either increases or decreases the amount allocated to PAGA penalties, the
19 Net Settlement Sum shall be increased or decreased accordingly.

20 (b) Individual Settlement Amounts for the Settlement Class: The Settlement
21 Administrator will use the Class Data provided by Defendant to calculate each Participating Class
22 Member’s and Aggrieved Employee’s Individual Settlement Amounts based on the following
23 formulas:

24 i. PAGA Amount: \$10,000 of the Gross Settlement Amount has been
25 designated to PAGA Penalties. Twenty-five percent (25%), or \$2,500, shall be paid out to Aggrieved
26 Employees, while seventy-five percent (75%), or \$7,500, will be paid to the LWDA. Each Aggrieved
27 Employee shall receive a portion of the \$2,500 proportionate to the number of pay periods worked
28 by the Aggrieved Employees during the PAGA Period compared to the total number of PAGA Pay

1 periods worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees shall
2 have their settlement amount for the Released PAGA claims paid one hundred percent (100%) as
3 civil penalties for which no taxes will be withheld and for which the Settlement Administrator will
4 issue a Form 1099.

5 ii. Class Amount: The Net Settlement Amount shall be allocated to each
6 Participating Class Member based on his/her/their proportionate Workweeks Worked during the
7 Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the
8 numerator of which is the Participating Class Member's total Workweeks Worked during the Class
9 Period, and the denominator of which is the total Workweeks Worked by all Participating Class
10 Members during the Class Period. If there are any timely submitted Requests for Exclusion, the
11 Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each
12 Participating Class Member so that the amount actually distributed to Participating Class Members
13 equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

14 (c) Allocation of Individual Settlement Amounts: The Individual Settlement
15 Amounts will be allocated for tax purposes based on the allegations in the Action as follows: ten
16 percent (10%) will be paid as wages subject to withholding of all applicable local, state, and federal
17 taxes; forty-five percent (45%) will be paid as interest; and forty-five percent (45%) will be paid as
18 civil penalties (pursuant to, *e.g.*, California Labor Code §§ 203, 226) from which no taxes will be
19 withheld. The Settlement Administrator will issue to each Participating Class Member an Internal
20 Revenue Service ("IRS") Form W-2 and comparable state forms with respect to the wage allocation
21 and a Form 1099 with respect to the civil penalties and interest allocations.

22 (d) Service Payment to Class Representative: The amount awarded to Class
23 Representative as a Service Payment will be set by the Court in its discretion, not to exceed \$10,000.
24 Defendant agrees not to oppose this request. The Service Payment to Class Representative will be
25 paid out of the Gross Settlement Amount. Class Representative will be issued an IRS Form 1099 in
26 connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all
27 applicable taxes on this payment. The Parties agree that any amount awarded by the Court as the
28 Service Payment to Plaintiff less than the requested amount shall not be a basis for Plaintiff or Class

1 Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Service
2 Payment, the difference shall be added to the Net Settlement Amount to be distributed to the
3 Participating Class Members. In the event of any appeal of the amount of the Service Awards (if any)
4 approved by the Court, if, after the exhaustion of any such appellate review, additional amounts not
5 awarded to Class Representative shall be added to the Net Settlement Amount to be distributed to the
6 Participating Class Members.

7 (e) Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class
8 Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Settlement Amount
9 (approximately \$255,000), plus reasonable litigation costs not to exceed \$25,000 ("Attorneys' Fees
10 and Cost Award"). For purposes of this Settlement, Defendant agrees not to oppose any contention
11 by Class Counsel that attorneys' fees should be based on the common fund theory. The Attorneys'
12 Fees and Cost Award shall be paid from the Gross Settlement Amount, and except for this award,
13 Defendant shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class
14 Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the
15 difference shall be added to the Net Settlement Amount to be distributed to the Participating Class
16 Members. Any Court order awarding less than the amount sought by Class Counsel shall not be
17 grounds to rescind the Settlement Agreement or otherwise void the Settlement. In the event of any
18 appeal of the amount of the awards of attorneys' fees and costs (if any) approved by the Court, final
19 funding and administration of the portion of the attorneys' fees and/or costs award in dispute will be
20 segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion of any such
21 appellate review, additional amounts not awarded to as attorneys' fees and costs shall be added to the
22 Net Settlement Amount to be distributed to the Participating Class Members and/or Aggrieved
23 Employees. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting
24 the amount of attorneys' fees and costs awarded by the Court. Class Counsel agrees that any
25 allocation of fees and costs between or among Class Counsel and any other attorney representing or
26 claiming to represent the Class Members shall be the sole responsibility of Class Counsel.

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1 (f) Settlement Administration Costs: The fees and other charges of the Settlement
2 Administrator will be paid from the Gross Settlement Amount, not to exceed \$7,500 subject to Court
3 approval, unless approved by all Parties and the Court.

4 (g) Tax Liability: Class Counsel, Defendant, and Defendant's Counsel make no
5 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and
6 Plaintiff and the Settlement Class Members are not relying on any statement or representation by
7 Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiff and Final Settlement Class
8 Members understand and agree that they will be solely responsible for the payment of any taxes and
9 penalties assessed on their respective Settlement Amounts described herein. Income tax withholding
10 will also be made pursuant to applicable federal, state, and/or local withholding codes or regulations.
11 The Settlement Administrator will distribute Forms W-2 and/or Forms 1099 at times and in the
12 manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this
13 Agreement.

14 51. No Credit Towards Benefit Plans. The Individual Settlement Payments and Individual
15 PAGA Payments made to Participating Class Members and/or Aggrieved Employees under this
16 Settlement, as well as any other payment or other consideration made pursuant to this Settlement,
17 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
18 Members and/or Aggrieved Employees may be eligible, including, but not limited to, profit-sharing
19 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans,
20 and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
21 affect the rights, contributions, or amounts to which any Class Member and/or Aggrieved Employee
22 may be entitled under benefit plans.

23 52. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no
24 circumstances will any portion of the Settlement Amount revert to Defendant. Final Settlement Class
25 Members will not have to make a claim to receive an Individual Settlement Amount. Distributions,
26 in the form of Individual Settlement Amounts, will be made directly to each Final Settlement Class
27 Member. The Settlement Administrator shall be responsible for accurately and timely reporting any

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1 remittance obligations with respect to unclaimed funds as a result of a Final Settlement Class Member
2 not cashing an Individual Settlement Amount by the check cashing deadline, as set forth herein.

3 53. Class Counsel and Plaintiff believe that the Settlement is fair, reasonable, and
4 adequate, and will so represent same to the Court.

5 **D. RELEASE OF CLAIMS**

6 54. Upon the Effective Date of this Settlement, Plaintiff, each Participating Class
7 Member, and each Aggrieved Employee shall have forever completely released and discharged all
8 Released Parties as follows:

9 55. Release Period. The release of claims will extend through the end of the Class Period.

10 56. Release By Participating Class Members. Each Participating Class Member, on behalf
11 of themselves, their respective spouses, domestic partners, marital community, children, estates,
12 trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators,
13 trustees, conservators, guardians, assigns, and representatives (whether current or former), shall be
14 deemed to have forever completely released and discharged the Released Parties from any and all
15 causes of action, claims, rights, damages, punitive or statutory damages, penalties of any kind,
16 liabilities, expenses, and losses including, but not limited to, the causes of action described in the
17 pleadings or LWDA notice, any violation of any other statute, ordinance, rule, or regulation, whether
18 federal, state, or administrative, or any other causes of action that any Class Member has or might
19 have, known or unknown, contingent or vested, in law or in equity, of any kind whatsoever, arising
20 at any time during the Class Period that was alleged in this case or that could have been alleged based
21 on the factual allegations in this case, along with all related claims and all associated penalties
22 (“Released Class Claims”).

23 Class Representative, on behalf of himself and the Participating Settlement Class Members,
24 acknowledges and agrees that the Released Class Claims are disputed in good faith and that the
25 payments set forth herein constitute payment of all sums allegedly due to him. Class Representative,
26 on behalf of himself and the Participating Settlement Class Members, acknowledges and agrees that
27 California Labor Code § 206.5 is not applicable to the Parties hereto.

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1 57. Release by Aggrieved Employees. Plaintiff, the State of California, and each
2 Aggrieved Employee, on behalf of themselves and their respective spouses, domestic partners,
3 marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees,
4 legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives
5 (whether current or former), shall be deemed to have forever completely released and discharged the
6 Released Parties from any and all claims for civil penalties pursuant to PAGA arising at any time
7 during the PAGA period and alleged in the pleadings, alleged in the LWDA notice, prosecuted in this
8 lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could
9 have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised
10 in this case.

11 58. Plaintiff and Defendant intend that the Settlement described in this Agreement will
12 release and preclude any further claim, whether by lawsuit (including any and all pending lawsuits),
13 administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the
14 Settlement Class Members, Aggrieved Employees, and the State of California to obtain a recovery
15 based on, arising out of, and/or related to any and all of the respective Released Class Claims and the
16 Released PAGA Claims. The Settlement Class Members shall be so notified in the Notice. This
17 paragraph does not apply to any Settlement Class Member who timely and validly opts out of the
18 Settlement for purposes of Class Claims.

19 59. Release by Class Representative. In addition to Class Representative's release of the
20 Released Class Claims and Released PAGA Claims, as discussed in Paragraphs 51 through 57 above,
21 Class Representative does hereby, for himself and for his spouses, domestic partners, marital
22 community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees,
23 executors, administrators, trustees, conservators, guardians, assigns, and representatives (whether
24 current or former), forever completely release and discharge the Released Parties from any and all
25 charges, complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies,
26 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses
27 (including, but not limited to, for back wages, statutory penalties, civil penalties, liquidated damages,
28 exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning

1 of time through the execution of this Settlement Agreement, whether known or unknown, suspected
 2 or unsuspected, concealed or hidden, including, but not limited to, all claims arising out of, based
 3 upon, or relating to Class Representative's employment with Defendant or the remuneration for, or
 4 termination of, such employment (collectively, the "Class Representative's Claims").

5 60. Without limiting the generality of the foregoing, Class Representative also expressly
 6 releases all claims or rights against Released Parties arising out of, or relating to, alleged violations
 7 of any contracts, express or implied (including but not limited to any contract of employment); any
 8 contract or covenant of good faith and fair dealing (express or implied); any tort, including but not
 9 limited to, negligence, fraud, misrepresentation and violation of California Labor Code § 970,
 10 negligent infliction of emotional distress, intentional infliction of emotional distress, defamation,
 11 "retaliation" claims and claims for violation of public policy, any claim for improper or unauthorized
 12 wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits,
 13 penalties, liquidated damages, other damages, overtime, and alleged "off the clock" work under
 14 federal and state law, including, but not limited to, California Labor Code §§ 204 and 558, waiting
 15 time penalties pursuant to California Labor § 203, damages, or penalties pursuant to California Labor
 16 Code § 226, meal period and rest break payments and penalties pursuant to California Labor Code
 17 §§ 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code §
 18 226, statutory or civil penalties pursuant to California Labor Code § 210, failure to indemnify for
 19 business expenses pursuant to Labor Code § 2802, failure to provide one day of rest in seven pursuant
 20 to California Labor Code §§ 551 and 552, unfair competition and unfair business practices pursuant
 21 to Business and Professions Code §§ 17200 *et seq.*, interest and costs pursuant to California Civil
 22 Code § 3287 and California Labor Code § 218.6, any right or claims pursuant to the NLRA, statutory
 23 or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code
 24 §§ 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et*
 25 *seq.*, and the alleged violation or breach of any other state or federal statute, rule, and or regulation;
 26 including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action,
 27 including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs, or
 28 attorneys' fees in connection with any of the foregoing, negligent infliction of emotional distress,

1 intentional infliction of emotional distress, and defamation; any “wrongful discharge,” “constructive
2 discharge,” and “retaliation” claims; any claims relating to any breach of public policy; any legal
3 restrictions on Defendant’s right to discharge employees; and any federal, state, or other
4 governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the
5 Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment,
6 including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981
7 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and California Labor Code § 1197.5 (equal
8 pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (5)
9 Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (6) California Fair
10 Employment and Housing Act, Cal. Government Code § 12900 *et seq.* (discrimination or harassment
11 in employment and/or housing, including but not limited to discrimination or harassment based on
12 race, religious creed, color, national origin, ancestry, disability, marital status, sex (including
13 pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California
14 Family Rights Act, Cal. Government Code § 12945.1 *et seq.* (family/medical leave); (8) California
15 Labor Code, including Section 1720 *et seq.* or any Industrial Welfare Commission Wage Order; (9)
16 Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment);
17 (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation
18 Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement
19 Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits); (14) the California Civil Code;
20 (15) the California Labor Code; (16) the California Constitution; (17) the National Labor Relations
21 Act; (18) the Age Discrimination in Employment Act; and (18) any other federal, state, or local
22 statute or legislation.

23 61. Class Representative expressly waives and relinquishes all rights and benefits afforded
24 by Section 1542 of the Civil Code of the State of California and does so understanding and
25 acknowledging the significance of the waiver of Section 1542 of the California Civil Code, which
26 states:

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

7 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
8 and complete release and discharge of all parties, Class Representative and Class Counsel expressly
9 acknowledge that this Settlement Agreement is intended to include in its effect, without limitation,
10 all claims that Class Representative knew of, as well as all claims that he does not know or suspect
11 to exist in his favor against the Released Parties, or any of them, for the time period from the
12 beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement
13 contemplates the extinguishment of any such Class Representative's claims.

14 **E. INTERIM STAY OF PROCEEDINGS**

15 62. Pending completion of all prerequisites necessary to effectuate this Settlement,
16 including amending the Complaint and seeking approval, the Parties agree, subject to Court approval,
17 to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

18 **F. NOTICE PROCESS**

19 63. Appointment of Settlement Administrator. The Parties have agreed to the appointment
20 of the Settlement Administrator to perform the duties of a settlement administrator, including mailing
21 the Notice, using standard devices to obtain forwarding addresses, independently reviewing and
22 verifying documentation associated with any claims or opt-out requests, resolving any disputes
23 regarding the calculation or application of the formula for determining the Individual Settlement
24 Amounts, calculating employer-side taxes, drafting and mailing the settlement checks to Final
25 Settlement Class Members, issuing Forms W-2 and 1099, reporting to taxing authorities, due
26 diligence, reporting and remittance obligations, and performing such other tasks as set forth herein,
27 as the Parties mutually agree, or that the Court orders.

28 ///

1 64. Disputes Regarding Settlement Administration. Any and all disputes relating to the
2 administration of the Settlement by the Settlement Administrator (except for disputes regarding Class
3 Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the
4 terms and conditions of this Settlement Agreement, until the Parties notify the Court that all payments
5 and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to
6 presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the
7 dispute without the necessity of Court intervention. The Settlement Administrator shall also be
8 responsible for issuing to Plaintiff, Final Settlement Class Members, and Class Counsel any Forms
9 W-2, Forms 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
10 Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax
11 accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

12 65. Class Data. Within twenty-one (21) days after service on Defendant of the Preliminary
13 Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The
14 Settlement Administrator will check the Class Members' addresses against those on file with the U.S.
15 Postal Service's National Change of Address List. The Class Data provided to the Settlement
16 Administrator will not be provided to Class Counsel, and it will remain confidential; it shall be used
17 solely to administer the Settlement, and it will not be used or disclosed to anyone, except as required
18 by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the
19 Court.

20 66. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
21 Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within
22 seven (7) calendar days following the Settlement Administrator's receipt of the Class Data. The
23 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding
24 addresses of Settlement Class Members if any envelopes are returned.

25 67. Returned Notices. The Settlement Administrator will take steps to ensure that the
26 Notice is received by all Settlement Class Members, including utilization of the National Change of
27 Address Database maintained by the United States Postal Service to review the accuracy of and, if
28 possible, update a mailing address. If no forwarding address is provided, the Settlement Administrator

1 will promptly attempt to determine the correct address using a skip trace or other search using the
2 name, address, and/or Social Security number of the Class Member involved and will then perform a
3 single re-mailing. In the event the procedures in this Paragraph are followed and the intended recipient
4 of a Notice Packet still does not receive the Notice Packet, the Class Member shall be bound by all
5 terms of the Settlement and any Judgment entered by the Court if the Settlement is approved by the
6 Court. Notices will be re-mailed to any Settlement Class Member for whom an updated address is
7 located within ten (10) calendar days following the Settlement Administrator's learning of the failed
8 mailing and its receipt of the updated address. The Notice shall be identical to the original Notice,
9 except that it shall notify the Settlement Class Member that the exclusion (opt out) request or
10 objection must be returned by the later of the Notice Response Deadline or fifteen (15) days after the
11 re-mailing of the Notice.

12 68. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an
13 envelope has not been returned within thirty (30) days of the mailing the Settlement Class Member
14 received the Notice.

15 69. Disputes Regarding Class Data. Settlement Class Members are deemed to participate
16 in the Settlement unless they opt out. The Notice will inform Settlement Class Members of
17 his/her/their estimated Individual Settlement Amount and the number of Workweeks Worked during
18 the Class Period and pay periods worked during the PAGA Period. Settlement Class Members may
19 dispute their Workweeks Worked if they feel they were employed more workweeks in the Class
20 Period in California than the Defendant's records show by timely submitting evidence to the
21 Settlement Administrator. Defendant's records will be presumed determinative absent reliable
22 evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence
23 submitted by the Settlement Class Member and provide the evidence submitted to Class Counsel and
24 Defense Counsel who agree to meet and confer in good faith about the evidence to determine the
25 Class Member's actual number of Workweeks Worked and estimated Individual Settlement Amount.
26 If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the
27 Settlement Administrator to render a final, non-appealable decision. All disputes will be decided
28 within ten (10) business days of the Notice Response Deadline. Settlement Class Members will have

1 until the Notice Response Deadline to dispute Workweeks Worked, object, or opt out, unless
2 extended by the Court. In the event that the Settlement Administrator increases the number of
3 Workweeks Worked for any Settlement Class Member, then the Settlement Administrator will
4 recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no
5 event will Defendant be required to increase the Gross Settlement Amount.

6 70. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for
7 the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due
8 diligence and proof of mailing with regard to the mailing of the Notice.

9 71. Settlement Class Members' Rights. The Notice shall fully advise each Settlement
10 Class Member of the Settlement, the ability to object to the provisions in the Settlement related to the
11 Class Claims, and the ability to opt out or request exclusion from the Class Claims provisions of the
12 Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines
13 for filing objections or requesting exclusion from the Class Claims provisions of the Settlement in
14 accordance with the following guidelines:

15 (a) Requests for Exclusion from Participating Settlement Class. Any Settlement
16 Class Member, other than Plaintiff, may request to be excluded from the Participating Settlement
17 Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or
18 before the Notice Response Deadline. The Request for Exclusion should state in words substantially
19 to this effect:

20 I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
21 REYES V. LAIRD R & F PRODUCTS LAWSUIT. I UNDERSTAND THAT IF
22 I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
23 RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS
24 CLAIMS IN THIS LAWSUIT.

25 Any Request for Exclusion must include the full name, address, telephone number, last four
26 digits of the social security number or date of birth, and signature of the Settlement Class Member
27 requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement
28 Administrator at the specified address. Any such Request must be made in accordance with the terms

1 set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice
2 Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who
3 timely requests exclusion in compliance with these requirements: (i) will not have any rights under
4 this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on
5 the Settlement; (ii) will not be entitled to receive any payments under this Agreement with respect to
6 Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the
7 Class Claims. However, all such Class Members shall still be bound by the PAGA Claims release.

8 (b) Binding Effect on Final Settlement Class Members. Except for those
9 Settlement Class Members who timely exclude themselves in compliance with the procedures set
10 forth above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class Members
11 for all purposes under this Agreement; (ii) be bound by the terms and conditions of this Agreement,
12 the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, be
13 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
14 of the Settlement.

15 (c) Objections to Settlement of Class Claims. Any Settlement Class Member,
16 other than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims and
17 may appear at the Final Approval Hearing and object, whether or not they have filed a written
18 objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement
19 Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice
20 Response Deadline at the address set forth in the Notice. Such objection shall include the full name,
21 address, telephone number, dates of employment with Defendant of the Objecting Settlement Class
22 Member, the case name and number, the basis for the objection, including any legal support and each
23 specific reason in support of the objection, as well as any documentation or evidence in support
24 thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and
25 address of his/her/their counsel. If any Objecting Settlement Class Member wishes to speak at the
26 Final Approval Hearing with respect to the Class Claims, that Objecting Settlement Class Member's
27 written submission should include a request to be heard, and the Court will determine whether
28 Objecting Settlement Class Members will be permitted to speak. The Settlement Administrator shall

1 provide objections, if any, to Class Counsel and Defense Counsel within three (3) days of receipt,
2 and the Settlement Administrator shall attach the same to its declaration of due diligence it files with
3 the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection
4 remains eligible to receive monetary compensation from the Settlement. Plaintiff and Defendant shall
5 not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their
6 counsel related to any objections to the Settlement. Submitting an objection does not preserve the
7 right to appeal a final judgment. Rather, the right to appeal is preserved only by becoming a party of
8 record by timely and properly intervening or filing a motion to vacate the judgment under Code of
9 Civil Procedure § 663. Settlement Class Members and Aggrieved Employees may not object to, or
10 opt out of, the Settlement with respect to the PAGA Claims. At no time will any of the Parties or their
11 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
12 Settlement or appeal from the Judgment. To the extent a timely Notice of Objection is withdrawn
13 before final approval, such an objection shall be treated as though no objection has been made.

14 (d) Failure to Object. Any Settlement Class Member who desires to object with
15 respect to the Class Claims but fails to timely submit a written objection waives any right to object
16 and will be foreclosed from making any objection to this Settlement. Any Settlement Class Member
17 who does not timely and properly become a party of record by intervening or filing a motion to vacate
18 the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-
19 judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new
20 trial, a motion under California Code of Civil Procedure § 473, and extraordinary writs.

21 (e) Responses to Objections. Counsel for the Parties may file a response to any
22 objections submitted by Objecting Settlement Class Members at least five (5) court days before the
23 date of the Final Approval Hearing.

24 72. Settlement Class Members will have until the Notice Response Deadline to object or
25 submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
26 Administrator shall disclose jointly to Class Counsel and Defendant's counsel what objections or
27 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
28 Counsel or Defense Counsel.

1 73. Funding of the Settlement Amount. Within seven (7) business days of the Effective
2 Date, the Settlement Administrator will provide the Parties with: (a) full accounting of the amounts
3 to be paid by Defendant pursuant to the terms of the Settlement; and (b) all information required for
4 Defendant to cause the wiring of the Settlement Amount securely to the QSF, as described in
5 Paragraph 32. Within thirty (30) business days of the Effective Date, Defendant shall make a one-
6 time deposit into the QSF of the Settlement Amount as well as Defendant's share of employer payroll
7 taxes as calculated and directed by the Settlement Administrator.

8 74. Distribution of Funds. No later than seven (7) calendar days after deposit of the
9 payment into the QSF, the Settlement Administrator will mail the payments to the Participating Class
10 Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Payment to the
11 Class Representatives, the payment to the LWDA for PAGA penalties, and will pay itself the
12 Settlement Administration Costs.

13 75. Deadline for Cashing Settlement Checks. Final Settlement Class Members shall have
14 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If
15 any Final Settlement Class Member's check is not cashed within that period, the check will be void,
16 and a stop-payment will be issued. All unclaimed funds shall be sent to the Alliance for Children's
17 Rights in the name of the class member. The Release will be binding upon all Final Settlement Class
18 Members including those who do not cash their checks within the 180-day period. In the event that
19 any settlement check is returned to the Settlement Administrator within 180 days of mailing, the
20 Settlement Administrator will, within five (5) business days of receipt of the returned settlement
21 check, perform a skip trace to locate the individual. If a new address is located by these means, the
22 Administrator will have ten (10) business days to re-issue the check and will notify Defense Counsel
23 and Class Counsel that a re-issued check has been sent. Neither Defendant, Defense Counsel, Class
24 Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement
25 checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks.
26 Without limiting the foregoing, in the event a Final Settlement Class Member notifies the Settlement
27 Administrator that he/she/they believe that a settlement check has been lost or stolen, the Settlement
28 Administrator shall immediately stop payment on such check. If the check in question has not been

1 negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement
2 check.

3 76. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff,
4 Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports
5 made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a
6 Party from seeking enforcement of this Agreement.

7 77. Without prejudice to any other remedies, the Settlement Administrator shall agree to
8 be responsible for any breach of its obligations (whether committed by the Settlement Administrator
9 or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all
10 liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses) arising
11 out of any breach committed by the Settlement Administrator or its agents.

12 **G. DUTIES OF THE PARTIES PRIOR TO THE COURT'S APPROVAL**

13 78. Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of
14 the Preliminary Approval Order accomplishing the following:

15 (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement
16 should be finally approved as fair, reasonable, and adequate as to the Class Members and a hearing
17 on fees, costs, and the Service Payment;

18 (b) Approving as to form and content the proposed Notice;

19 (c) Directing the mailing of the Notice by first class mail to the Settlement Class
20 Members;

21 (d) Preliminarily approving this Settlement; and

22 (e) Preliminarily certifying the class for purposes of this Settlement.

23 79. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit this
24 Settlement Agreement and will include the proposed Notice Packet, which will include the Notice of
25 Class Action Settlement document and proposed Mailing Envelope.

26 80. In accordance with Section 2699(1)(2) of the California Labor Code, Plaintiff shall
27 provide a copy of this Settlement Agreement to the LWDA on the same day that Plaintiff files his
28 motion for Preliminary Approval of this Settlement with the Court.

1 81. Reallocation of Settlement Proceeds. In the event the Court fails, on its first hearing,
2 to approve this Agreement because the amount of the PAGA penalties is not adequate, then the Parties
3 shall cooperate in good faith to reallocate the total settlement proceeds, within this Agreement, to try
4 to achieve Final Approval of the Agreement upon any subsequent Court hearings (with no further
5 payment by Defendant being required).

6 **H. DUTIES OF THE PARTIES FOLLOWING COURT'S FINAL APPROVAL**

7 82. In connection with the Final Approval Hearing provided for in this Settlement
8 Agreement, Class Counsel shall submit a proposed Final Approval Order:

9 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and
10 adequate, and directing consummation of its terms and provisions;

11 (b) Approving Class Counsel's application for an award of attorneys' fees and
12 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and
13 the payment to the Settlement Administrator for costs of administering the settlement; and

14 (c) Entering judgment approving settlement, thereby permanently barring all
15 Participating Class Members from prosecuting any Released Class Claims against any of the Released
16 Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any
17 Released PAGA Claims against any of the Released Parties.

18 **I. VOIDING THE AGREEMENT**

19 83. If the Court fails or refuses to issue the Final Approval Order or fails to approve any
20 material condition of this Settlement Agreement that effects a fundamental change of the Settlement,
21 the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein
22 at the option of either Party.

23 84. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have
24 no further obligations under the Settlement, including any obligation by Defendant to pay the
25 Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

26 85. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement
27 Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this
28 Agreement.

1 **J. OTHER TERMS**

2 86. Confidentiality. Plaintiff and Class Counsel agree they will not make any public
3 disclosure of the Settlement until after this Settlement is preliminarily approved by the Court. Class
4 Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage
5 him to adhere to, the restriction against any public disclosure of this Settlement until after this Settlement
6 is preliminarily approved by the Court. Class Counsel will not include or use the settlement for any
7 marketing or promotional purposes.

8 Following preliminary approval of the Settlement, the Class Representative and Class Counsel
9 will not have any communications with any media other than to direct any media inquiries to the public
10 records of the Action on file with the Court. Following preliminary approval, Plaintiff and Class Counsel
11 may communicate with Class Members about this settlement and lawsuit, as well as provide any further
12 information as requested by any courts, the LWDA, and other state and/or federal agencies.

13 The Parties agree that violation of this Section constitutes a breach of the agreement that cannot
14 practically be cured. Any action to enforce this provision may be brought on an *ex parte* or otherwise
15 expedited basis, and Defendant may seek any and all available remedies, including, but not limited to,
16 injunctive relief.

17 87. Full and Complete Defense. This Agreement may be pleaded by any Released Party
18 as a full and complete defense to, and may be used as the basis for an injunction and/or an affirmative
19 defense against, any action, suit, or other proceeding that has been or may be instituted, prosecuted,
20 or attempted, asserting any Released Claim.

21 88. Waiver. The waiver by one Party of any breach of this Agreement by another Party
22 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

23 89. Parties' Authority. The signatories hereto represent that they are fully authorized to
24 enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

25 90. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
26 accomplish the terms of this Settlement Agreement, including but not limited to, execution of such
27 documents and to take such other action as may reasonably be necessary to implement the terms of
28 this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated

1 by this Settlement Agreement and any other efforts that may become necessary by order of the Court,
2 or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as
3 practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and
4 cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's
5 preliminary and final approval of the settlement and the final entry of judgment.

6 91. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
8 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
9 valid and enforceable. If any one or more of the provisions contained in this Settlement Agreement shall
10 for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way affect any other provision if Defendant's and Class Counsel, on behalf
12 of the Released Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal, or
13 unenforceable provision had never been included in this Settlement Agreement.

14 92. Representation by Counsel. The Parties acknowledge they have been represented by
15 counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has
16 been executed with the consent and advice of counsel and reviewed in full. Plaintiff and Class Counsel
17 warrant and represent that there are no liens on this Settlement.

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

23 94. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
24 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
25 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
26 or right released and discharged by this Settlement Agreement. This is a material term of this
27 Agreement.

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1 95. No Admission. Defendant denies any and all liability to Plaintiff and/or any Settlement
2 Class Member in this Action, as to any and all causes of action that were asserted or that might have
3 been asserted in this Action. Nonetheless, Defendant wishes to settle and compromise to avoid further
4 substantial expense and the inconvenience and distraction of protracted litigation. Defendant has
5 considered the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
6 defenses that Defendant has asserted or could assert against Plaintiff, determined that it is desirable
7 and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set
8 forth in this Agreement.

9 96. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
10 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
11 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
12 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
13 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant
14 inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with
15 all related documents such as the notices, and motions for preliminary and final approval, shall,
16 pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible
17 in evidence in any proceeding, except an action or proceeding to approve the settlement and/or to
18 interpret or enforce this Settlement Agreement and the rights and benefits hereunder. The stipulation
19 for class certification as part of this Settlement Agreement is for settlement purposes only, and if, for
20 any reason the settlement is not approved, the stipulation will be of no force or effect.

21 97. Notices. Unless otherwise specifically provided herein, all notices, demands, or other
22 communications given hereunder shall be in writing and shall be deemed to have been duly given as
23 of the third business day after mailing by United States registered or certified mail, return receipt
24 requested, addressed:

25 ///

26 ///

27 ///

28 ///

To the Settlement Class Members and Aggrieved Employees:

Mehrdad Bokhour mehrdad@bokhourlaw.com 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Joshua Falakassa josh@falakassalaw.com 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (818) 456-6168; Fax: (888) 505-0868
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To Defendant:

Shannon B. Nakabayashi shannon@jacksonlewis.com 50 California Street, Floor 9 San Francisco, California 94111 Tel: (415) 796-5407	Jessica C. Shafer jessica@jacksonlewis.com 50 California Street, Floor 9 San Francisco, California 94111 Tel: (415) 796-5451
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98. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be, in all cases, construed as a whole, according to its fair meaning.

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

100. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

101. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion is 10% or more of the total of all Class Members, Defendant may elect, but is not obligated, to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab*

1 *initio*, have no force or effect whatsoever, and neither Party will have any further obligation to
2 perform under this Agreement; however, Defendant will remain responsible for paying the reasonable
3 Settlement Administration expenses incurred to that point. Defendant must notify Class Counsel and
4 the Court of its election to withdraw not later than ten (10) business days after the Settlement
5 Administrator sends the final Exclusion List to Defense Counsel.

6 102. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this
7 Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written
8 notice to the other Party and allow an opportunity to cure the alleged deficiencies; and Plaintiff and
9 Defendant agree to seek the help of the mediator identified in this Agreement to resolve any dispute
10 they are unable to resolve informally. During this period, the Parties shall bear their own attorneys'
11 fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any
12 person or entity other than Plaintiff or Defendant.

13 103. Press Release. Plaintiff and Class Counsel agree that they will not issue any press
14 release, social media post, internet or website announcement or otherwise initiate any contact with
15 the press regarding the existence or terms of this settlement, unless court ordered.

16 104. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
17 dismissal pursuant to the terms of this Agreement, pursuant to Code of Civil Procedure § 664.6, the
18 Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to
19 interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Agreement.

20 105. Enforceability. Pursuant to California Evidence Code § 1123(a) and (b), this
21 Agreement is intended by the Parties to be, and shall be, enforceable, binding, and admissible in a
22 court of law.

23 106. Choice of Law. This Settlement Agreement shall be governed by, and construed,
24 enforced, and administered in accordance with, the laws of the State of California, without regard to
25 its conflicts-of-law rules.

26 107. Integration Clause. This Settlement Agreement contains the entire agreement between
27 the Parties relating to the settlement and transaction contemplated hereby, and all prior or
28 contemporaneous agreements, understandings, representations, and statements, whether oral or

written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

108. Binding On Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, the Released Parties, and their respective heirs, trustees, executors, administrators, successors, and assigns.

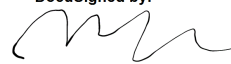
109. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Final Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the releases provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Final Settlement Class Member.

110. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

APPROVAL AND EXECUTION BY PARTIES:

7/22/2024
Dated: July ___, 2024

CLASS REPRESENTATIVE:

DocuSigned by:

8C394E64F32A4BC...

ISIDRO MANUEL REYES

7/14/2024
Dated: July ___, 2024

DEFENDANT:
LAIRD R & F PRODUCTS, INC.


LUCY CHEN, on behalf of and an authorized representative of Laird R & F Products, Inc.

1 **APPROVED AS TO FORM:**

2 7/22/2024

3 Dated: July ___, 2024

CLASS COUNSEL

BOKHOUR LAW GROUP, P.C.

4 DocuSigned by:
5 *Mehrdad Bokhour*
6 D8D3643F271940F...

Mehrdad Bokhour
Attorneys for Plaintiff and the Putative Class

7 7/22/2024

8 Dated: July ___, 2024

FALAKASSA LAW, P.C.

9 DocuSigned by:
10 *Joshua Falakassa*
11 15A628B2C5A149C

Joshua Falakassa
Attorneys for Plaintiff and the Putative Class

12
13 Dated: July 11, 2024

DEFENDANT'S COUNSEL:

JACKSON LEWIS P.C.

16
17 *Shannon Nakabayashi*

18 Shannon B. Nakabayashi
19 Jessica C. Shafer
20 Attorneys for Defendant
21 Laird R & F Products, Inc.