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11 similarly situated

12 (additional counsel listed on next page)

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15 FLORINDA GOMEZ as an individual and  
16 on behalf of all employees similarly  
17 situated,

18 Plaintiff,

19 v.

20 DYNAMIC WORLDWIDE LOGISTICS,  
21 INC., a New Jersey corporation;  
22 DYNAMIC WORLDWIDE WEST, INC.,  
23 a California corporation; WORKFORCE  
24 ENTERPRISES WFE, INC., a California  
25 corporation; TS EMPLOYMENT, INC., a  
26 Florida corporation; EMPLOYER HR, a  
27 business organization, form unknown; and  
28 DOES 1 through 50, inclusive,

Defendants.

Case No. BC612493

**AMENDED JOINT STIPULATION OF  
CLASS ACTION AND PAGA  
SETTLEMENT AND RELEASE**

Assigned to for all purposes:  
Judge Carolyn B. Kuhl, Dept. SS12

Trial Date: None  
Complaint Filed: March 3, 2016

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15 DYNAMIC WORLDWIDE LOGISTICS, INC.  
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23 WORKFORCE ENTERPRISES WFE, INC.

**AMENDED JOINT STIPULATION OF**  
**CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

This Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement”) is entered into between Plaintiff Florinda Gomez (“Plaintiff”), as an individual and on behalf of all Class Members as defined herein, Defendants Workforce Enterprises WFE, Inc. (“WFE”), Dynamic Worldwide West, Inc. (“DWW”); and Dynamic Worldwide Logistics, Inc. (“DWL”) (DWW and DWL are collectively referred to as “Dynamic”).

**DEFINITIONS**

1. **Action**. The “Action” means the class action complaint filed by Plaintiff Florinda Gomez on or about March 3, 2016, in the Los Angeles County Superior Court, entitled *FLORINDA GOMEZ, Plaintiff, v. DYNAMIC WORLDWIDE LOGISTICS, INC.; DYNAMIC WORLDWIDE WEST, INC.; WORKFORCE ENTERPRISES, WFE INC.; TS EMPLOYMENT, INC.; EMPLOYER HR; and DOES 1 through 50, inclusive, Defendants*, Case No. BC 612493.

2. **Class Counsel**. “Class Counsel” shall mean Mahoney Law Group, APC.

3. **Class Members**. “Class Members” shall mean all non-exempt or hourly-paid employees of WFE who worked at any of DWW’s facilities in California at any time from March 1, 2015 through June 30, 2019.

4. **The Class**. “The Class” means all Class Members.

5. **Class Notice**. “Class Notice” means the document, substantially in the form attached as **Exhibit A**, and that will be mailed to Class Members’ last known address and which will provide Class Members information regarding this Action, notice of the Settlement, and information regarding the Settlement.

6. **Class Period**. “Class Period” means the period beginning on March 1, 2015, and ending on June 30, 2019.

7. **The Court**. The “Court” refers to the Los Angeles County Superior Court, Spring Street Courthouse, the Honorable Carolyn B. Kuhl presiding.

8. **Defendants**. “Defendants” means Defendants Workforce Enterprises WFE, Inc., Dynamic Worldwide West, Inc., and Dynamic Worldwide Logistics, Inc.

1           9.     Effective Date. “Effective Date” of this Settlement means the date when all of the  
2 conditions set forth in Paragraph 57 have occurred.

3           10.    Final Approval Date. “Final Approval Date” means the date the Court enters the Final  
4 Approval Order approving the Settlement.

5           11.    Final Hearing Date. “Final Hearing Date” means the hearing following Class Notice  
6 at which Named Plaintiff will request that the Court approve the fairness, reasonableness, and  
7 adequacy of the terms and conditions of the proposed Settlement, enter the Final Approval Order and  
8 Judgment, award Class Counsel attorneys’ fees and costs, Named Plaintiff’s enhancement award, the  
9 payment to the LWDA and the Settlement Payments, and take other appropriate or necessary action  
10 described herein.

11           12.    Final Judgment. “Final Judgment” means the order or orders entered and filed by the  
12 Court that: (1) finally approves this Settlement, disposes of all issues raised in this Action and bars  
13 Class Members from reasserting Settled Claims against Released Parties; and (2) awards and orders  
14 the payment of all required amounts pursuant to the terms of this Settlement (Class Counsel’s  
15 attorneys’ fees and costs, Settlement Payments to Claimants, etc.)

16           13.    Final Settlement Hearing. “Final Settlement Hearing” means the hearing on the Final  
17 Hearing Date at which the Court shall determine whether to fully and finally approve the fairness and  
18 reasonableness of this Settlement, and enter an order permanently enjoining all Class Members who  
19 have not timely opted out from this Settlement from pursuing, or seeking to reopen, any of the Settled  
20 Claims.

21           14.    Gross Settlement Sum or GSS. “Gross Settlement Sum” or “GSS” means a maximum  
22 total payment of One Million Three Hundred Thousand Dollars and Zero Cents (\$1,300,000.00)  
23 payable by Defendants under this Settlement, which will be paid as follows: DWW will pay Six  
24 Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00); and WFE will pay the remaining Six  
25 Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00). The employer-side payroll taxes,  
26 including the employer FICA, FUTA, and SDI contributions, for the portion of the Settlement  
27 Payment(s) paid to the Settlement Class that is attributable to wages shall remain Defendants’  
28

1 responsibility, fifty percent (50%) of which shall be the responsibility of DWW and the remaining  
2 fifty percent (50%) shall be the responsibility of WFE.

3 15. Named Plaintiff. "Named Plaintiff" means Florinda Gomez.

4 16. Net Settlement Sum or NSS. "Net Settlement Sum" or "NSS" means the Gross  
5 Settlement Sum less the amounts deducted pursuant to Paragraph 41 of this Settlement, including the  
6 amounts awarded to Class Counsel, the enhancement award to Named Plaintiff, the costs awarded for  
7 claims administration, and the payment to the LWDA.

8 17. Notice of Objection. "Notice of Objection" means a Class Member's valid and timely  
9 written objection to the Settlement. For the Notice of Objection to be valid, it must include: (a) the  
10 objector's full name, signature, address, and telephone number, (b) a written statement of all grounds  
11 for the objections accompanied by any legal support for such objections, and (c) any copies of any  
12 papers, briefs, or other documents upon which the objection is based.

13 18. Notice Packet. "Notice Packet" shall mean the Class Notice, Notice of Eligible Work  
14 Weeks and Opt-Out Form substantially in the forms attached as **Exhibits B, C and D**, respectively.

15 19. Notice Plan. "Notice Plan" shall mean the plan for the provision of notice to all Class  
16 Members under this Settlement.

17 20. Opt-Out Form. "Opt-Out Form" means the document, substantially in the form  
18 attached as **Exhibit C**, that is to be used by Class Members who choose to opt out of this  
19 Settlement.

20 21. Parties. "Parties" shall mean Named Plaintiff, individually and on behalf of all Class  
21 Members, and Defendants.

22 22. Preliminary Approval Order. "Preliminary Approval Order" is the Order entered and  
23 filed by the Court that preliminarily approves the terms and conditions of this Settlement, including  
24 the manner and content of providing notice to the Class.

25 23. Released Party or Released Parties. "Released Party" or "Released Parties" shall mean  
26 Defendants and their respective past and present affiliated companies, parents, members, subsidiaries,  
27 related companies and business concerns, past and present, and each of them, as well as each of their  
28

1 insurers, partners, trustees, directors, shareholders, officers, agents, owners, attorneys, servants and  
2 employees, past and present, and each of them.

3 24. Settlement. "Settlement" shall refer to this instant Joint Stipulation of Class Action  
4 and PAGA Settlement and Release.

5 25. Settlement Administrator. "Settlement Administrator" shall mean Settlement Services,  
6 Inc. ("SSI"), a neutral third-party administrator, or such other neutral administrator as chosen by the  
7 Parties and approved by the Court.

8 26. Settlement Payment. "Settlement Payment" means the payment to a Settlement Class  
9 Members under the terms of this Settlement.

10 27. Settled Claims and Released Claims. "Settled Claims" and "Released Claims" means  
11 any and all claims for relief that the Named Plaintiff or any Settlement Class Members have had, now  
12 have, or may have in the future against the Released Parties from March 1, 2015 through June 30,  
13 2019, that are either or both: (1) alleged in the Action or (2) could have been alleged based on the  
14 facts, matters, transactions or occurrences referred to in the Action whether under federal law, state  
15 law or common law (including all violations of the Fair Labor Standards Act ("FLSA"), California  
16 Labor Code, the California Wage Orders, applicable regulations, and California Business and  
17 Professions Code section 17200 or under California's Private Attorney General Act). Only Settlement  
18 Class Members who endorse their Settlement Payment will be considered to have affirmatively opted-  
19 in to the settlement will release their claims under the FLSA. The Final Judgment shall expressly  
20 provide that it covers and bars Named Plaintiff and each and every Settlement Class Member from  
21 asserting any Settled Claims in the future.

22 28. Settlement Class/Settlement Class Member(s). "Settlement Class Member" means  
23 each Class Member in California who has not timely opted out of this Settlement. "Settlement Class"  
24 means a class of all Settlement Class Members.

25 29. Settlement Formula. "Settlement Formula" means the method agreed upon by the  
26 Parties to calculate Settlement Payments (see Paragraph 41.f).

27 30. Workweeks. "Workweeks" means the number of weeks each Class Member worked  
28 at any of DWW's facilities in California during the Class Period. A Class Member will be credited

1 with one Workweek for each week he or she reported for work and logged a "punch-in" on WFE's  
2 payroll system.

3 **RECITALS**

4 31. On or about March 3, 2016, the Action was filed against Defendants.

5 32. The Complaint filed in the Action alleges Defendants violated various wage-and-hour  
6 laws by: (1) failing to pay all wages owed including overtime; (2) failing to provide meal periods; (3)  
7 failing to provide rest periods; (4) failing to keep accurate payroll records, including failure to provide  
8 accurate itemized wage statement; (5) failing to pay wages upon ending employment; (6) unfair  
9 competition (Business and Professions Code section 17200, *et seq.*); and (7) violation of Labor Code  
10 section 2698, *et seq.* (Private Attorney General Act).

11 33. DWW and DWL filed an Answer to the Complaint on or about October 3, 2016 that  
12 generally denied the allegations in the Complaint and asserted several affirmative defenses. DWW  
13 and DWL denied that they engaged in any unlawful conduct, and denied that they have any liability,  
14 or that they have engaged in wrongdoing of any kind associated with the claims alleged in the Action.  
15 WFE filed an Answer to the Complaint on or about October 3, 2016.

16 34. No class has been certified in this Action.

17 35. On October 16, 2017, Defendants and Class Counsel, on behalf of the Named Plaintiff  
18 and the Class, attended a full-day Mediation with Steve Serratore, Esq. in an attempt to informally  
19 resolve all disputes related to the Action. The Action did not resolve at the mediation, but after lengthy  
20 and continued negotiations, the Parties ultimately agreed to settle the Action.

21 36. The Parties hereto agree that the terms and conditions of this Settlement are the result  
22 of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced  
23 employment law mediator. The Parties agree that the Settlement is entered into in good faith as to  
24 each Class Member and that the Settlement is fair, reasonable and adequate as to each Class Member.  
25 The Parties further agree that the terms of the Settlement are fair, reasonable and adequate to the Class.

26 37. Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate,  
27 and in the best interest of the Class in light of all known facts and circumstances, including the risk of  
28 significant delay, defenses asserted to the merits and the alleged class action status of this Action, and

1 the numerous potential appellate issues. While Defendants specifically deny any liability in the  
2 Action, Defendants have agreed to enter into this Settlement to avoid the cost and business disruption  
3 associated with defending the Action.

4 **TERMS AND CONDITIONS**

5 NOW THEREFORE, in consideration of the recitals listed above and the promises and  
6 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of  
7 the consideration and undertakings set forth herein, the Named Plaintiff, individually and on behalf of  
8 the Class Members, on the one hand, and Defendants, on the other hand, agree that the Action shall  
9 be, and is finally and fully compromised and settled, on the following terms and conditions:

10 38. **Non-Admission of Liability.** The Parties enter into this Settlement to resolve the  
11 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.  
12 In entering into this Settlement, Defendants do not admit, and specifically deny, that they have violated  
13 any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any  
14 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated  
15 or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful  
16 conduct with respect to WFE's current or former employees. Neither this Settlement, nor any of its  
17 terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission  
18 or concession by Defendants of any such violation(s) or failure(s) to comply with any applicable law.  
19 Additionally, DWW and DWL deny that they ever employed Plaintiff or any of the Class Members  
20 during the relevant time period, and DWL asserts that it did not have any relationship with Plaintiff,  
21 any Class Members or WFE. Except as necessary in a proceeding to enforce the terms of this  
22 Settlement, this Settlement and its terms and provisions shall not be offered or received as evidence in  
23 any action or proceeding to establish any liability or admission on the part of Defendants or to establish  
24 the existence of any condition constituting a violation of, or noncompliance with, federal, state, local  
25 or other applicable law. In addition, as set forth in Paragraph 62, the Parties intend this Settlement to  
26 be contingent upon its preliminary and final approval; and the Parties do not waive, and instead  
27 expressly reserve, their respective rights to prosecute and defend this Action as if this Settlement never  
28 existed in the event that the Settlement is not fully and finally approved as set forth herein.

1           39.     Release of Claims. As of the date of filing and entry of a final order and Final  
2 Judgment and all Settlement Payments are made, Named Plaintiff, all Settlement Class Members, and  
3 all Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever  
4 released, settled, compromised, relinquished and discharged any and all Settled Claims against the  
5 Released Parties for the entire Class Period.

6           a.     In giving this release, Named Plaintiff, the Claimants, and the Settlement Class  
7 Members acknowledge that they are aware that facts may be discovered in addition to or different  
8 from those which they now know or believe to be true with respect to the subject matter of the release,  
9 but that they intend to, and by participating in this Settlement do, fully, finally, and forever settle and  
10 release any and all Released Parties from any and all Settled Claims without regard to the subsequent  
11 discovery or existence of such additional or different facts.

12           b.     As of the entry and filing of the Final Judgment, Named Plaintiff, and the  
13 Settlement Class Members, and all successors in interest, shall be permanently enjoined and forever  
14 barred from prosecuting any and all Settled Claims released against the Released Parties for the entire  
15 Class Period. Thus, subject to and in accordance with this Settlement, even if Named Plaintiff, or any  
16 Settlement Class Member may hereafter discover facts in addition to or different from those they now  
17 know or believe to be true with respect to the subject matter of the released claims, they shall be  
18 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and  
19 released any and all Settled Claims, whether known or unknown, suspected or unsuspected, contingent  
20 or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now  
21 existing or coming into existence in the future, including, but not limited to, conduct which is  
22 negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to  
23 the subsequent discovery or existence of such different or additional facts.

24           c.     The Parties agree for settlement purposes only that, because the Class Members  
25 are so numerous, it is impossible or impracticable to have each Class Member execute this Settlement.  
26 Accordingly, the Class Notice will advise all Class Members of the binding nature of the release and  
27 such notice shall have the same force and effect as if the Settlement were executed by each Class  
28 Member.

1 d. Named Plaintiff and Class Counsel represent, covenant, and warrant that they  
2 have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or  
3 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,  
4 or rights herein released and discharged, except as set forth herein.

5 40. Full Release by Named Plaintiff.

6 a. In addition to Paragraph 39, Named Plaintiff specifically and expressly releases  
7 to the maximum extent permitted by law any claims against Defendants and the Released Parties  
8 occurring prior to the Final Hearing Date arising out of or related to violations of any federal or state  
9 employment discrimination laws, including the California Fair Employment and Housing Act; Title  
10 VII of the Civil Rights Act of 1964; the federal Family and Medical Leave Act; the California Family  
11 Rights Act; the Americans With Disabilities Act; the National Labor Relations Act; the Equal Pay  
12 Act; the Employee Retirement Income Security Act of 1974; as well as claims arising out of or related  
13 to violations of the provisions of the California Labor Code; the California Government Code; the  
14 California Business & Professions Code, including Business & Professions Code Section 17200 *et*  
15 *seq.*; state and federal wage and hour laws; breach of contract; fraud; misrepresentation; common  
16 counts; unfair competition; unfair business practices; negligence; defamation; infliction of emotional  
17 distress; invasion of privacy; assault; battery; false imprisonment; wrongful termination; and any other  
18 state or federal law, rule, or regulation.

19 b. In addition, this release by Named Plaintiff is intended to settle any and all of  
20 the Settled Claims, whether known or unknown, that any of them may have against the Released  
21 Parties as of the filing of the Preliminary Approval Order. Therefore, Named Plaintiff waives any and  
22 all rights conferred upon her under Section 1542 of the California Civil Code, which provides as  
23 follows:

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

1 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2 41. Settlement Payments. Subject to final Court approval and the conditions specified in  
3 this Settlement, and in consideration of the mutual covenants and promises set forth herein, Defendants  
4 agree to make a total payment under this Settlement in the maximum amount of One Million Three  
5 Hundred Thousand Dollars and Zero Cents (\$1,300,000.00), which will be paid as follows: DWW will  
6 pay Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00); and WFE will pay the  
7 remaining Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00). The GSS includes, but  
8 is not limited to, payments to be made to Settlement Class Members, Class Counsel's attorneys' fees  
9 and costs, Settlement administration costs, the enhancement payment to Named Plaintiff, and the  
10 payment to the LWDA. The employer-side payroll taxes, including the employer FICA, FUTA, and  
11 SDI contributions, for the portion of the Settlement Payment(s) paid to the Settlement Class that is  
12 attributable to wages shall remain Defendants' responsibility, fifty percent (50%) of which shall be  
13 the responsibility of DWW and the remaining fifty percent (50%) shall be the responsibility of WFE.  
14 In no event shall Defendants be required to pay any amounts above the GSS under this Settlement  
15 with the exception of the employer-side payroll taxes. The Parties agree, subject to Court approval,  
16 that the GSS shall be apportioned as follows:

17 a. Class Counsel will apply to the Court for an award of attorneys' fees of no more  
18 than thirty-three percent (33%) of the GSS, which equals Four Hundred Twenty-Nine Thousand  
19 Dollars and Zero Cents (\$429,000.00). The attorneys' fees shall come from and be deducted from the  
20 GSS. Defendants will not oppose such application. Any amount applied for but not awarded by the  
21 Court will be distributed on a pro rata basis to those Settlement Class Members who file claims.

22 b. Class Counsel will apply to the Court for an award of attorneys' costs of no  
23 more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00), which will be deducted from the  
24 GSS. Defendants will not oppose such application. Any amount applied for but not awarded by the  
25 Court will be distributed on a pro rata basis to those Settlement Class Members who do not request  
26 exclusion from the Settlement.

27 c. Class Counsel will also apply to the Court for Settlement Administration costs  
28 currently estimated to be in an amount of up to Thirty Thousand Dollars and No Cents (\$30,000.00),

1 which will be deducted from the GSS. Defendant WFE has requested to make monthly payments for  
2 no more than 2 years in order to fulfill its funding obligation under this Settlement. WFE shall pay,  
3 in addition to the GSS, all amounts charged by the Settlement Administrator for the additional  
4 distribution schedule to the class and accompanying tax reporting, in addition to interest accrued in  
5 the Qualified Settlement Fund. The additional cost for accommodating monthly payments and  
6 multiple distributions to Settlement Class Members is \$25,605.00 and will be paid by WFE outside  
7 the Gross Settlement in equal monthly installments beginning within fifteen (15) business days after  
8 the Final Approval Date and will be remitted with its monthly payments as set forth in Paragraph 50  
9 below. All Settlement Administration costs incurred above the Court approved Settlement  
10 Administration costs will be the sole responsibility of WFE.

11 d. At the final approval hearing, Class Counsel will apply to the Court for an  
12 enhancement award in an amount not to exceed Five Thousand Dollars and No Cents (\$5,000.00) to  
13 be paid to the Named Plaintiff, for her services, for assuming the risks associated with this litigation  
14 and as consideration for providing a general release. Defendants will not oppose such application.  
15 The enhancement award is included in, and shall come from, the GSS. Any amount applied for but  
16 not awarded by the Court will be distributed on a pro rata basis to Settlement Class Members.

17 e. Subject to Court approval, the Parties agree that the amount of Ten Thousand  
18 Dollars and Zero Cents (\$10,000.00) from the GSS will be designated for satisfaction of Plaintiff's  
19 and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Seven  
20 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), of this sum will be paid to the California  
21 Labor & Workforce Development Agency ("LWDA"), and Twenty-Five Percent (25%), or Two  
22 Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), will become part of the NSS. Defendants  
23 shall have the option of voiding this Settlement in the event the LWDA refuses to accept the above  
24 amount in full for all civil penalties to aggrieved employees in connection with the civil penalty claims  
25 alleged in this Action or otherwise challenges the above allocation.

26 f. The NSS will be the amount remaining from the GSS after deducting the  
27 amounts specified above. Individual Settlement Payments to Settlement Class Members shall be  
28 awarded from the NSS based on the number of Workweeks reported for each Settlement Class

1 Members relative to the total number of Workweeks worked by Class Members during the Class  
2 Period as follows: a per Workweek rate of pay will be determined by dividing an amount equal to the  
3 NSS by the total number of Workweek worked during the Class Period by all Class Members  
4 (“Workweeks Rate”). Each Class Members’ Settlement Payment shall equal the Workweeks Rate  
5 multiplied by the number of Workweeks reported for that Class Member during the Class Period. If  
6 the Court awards amounts less than as identified in Paragraph 41, subdivisions (a) through (d), the  
7 amounts not awarded will become part of the NSS to be distributed to Settlement Class Members  
8 based on the number of Workweeks reported for each Settlement Class Member relative to the total  
9 number of Workweeks worked by Class Members during the Class Period, as described above.

10 i. The Parties acknowledge and agree that the formula used to calculate  
11 eligible Workweeks and individual Settlement Payments does not imply that all of the elements of  
12 damages alleged in the Action are not being taken into account. The above formula was devised as a  
13 practical and logistical tool to simplify the allocation and distribution process.

14 ii. The Parties agree that, under no circumstances shall Defendants be  
15 obligated to pay any amount under this Settlement to any Class Member other than Settlement Class  
16 Members. In addition, the Parties agree that in no event shall Defendants be obligated to pay more  
17 than the GSS in full settlement of the Action except as set forth in Paragraph 45 related to employer  
18 tax obligations. However, all Settlement Administration costs incurred above the Court approved  
19 Settlement Administration costs will be the sole responsibility of WFE.

20 42. No Reversion. The entirety of the Net Settlement Sum will be distributed to the  
21 Settlement Class. No amounts shall revert to and/or remain Defendants.

22 43. No Credit toward Benefit Plans. The Settlement Payments made to Settlement Class  
23 Members under this Settlement shall not be utilized to calculate any additional benefits under any  
24 benefit plans to which any Settlement Class Member may be eligible, including, but not limited to:  
25 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,  
26 PTO plans, and/or any other benefit plan. Rather, it is the Parties’ intention that this Settlement will  
27 not affect any rights, contributions, or amounts to which any Settlement Class Member may be entitled  
28 under any benefit plans.

1           44.     Taxation of Settlement Proceeds. All Settlement Payments paid to Settlement Class  
2 Members and the Named Plaintiff shall be paid in a net amount after applicable employee state and  
3 federal tax withholdings, including payroll taxes, have been deducted for the portion of the Settlement  
4 Payment that is attributable to wages, as set forth below.

5           a.     Twenty Percent (20.00%) of the amount distributed to each Settlement Class  
6 Member will be considered taxable wages, and will be reported as such to each Settlement Class  
7 Member on a W-2 Form. The Parties agree that Eighty Percent (80.00%) of the amount distributed to  
8 each Settlement Class Member will be considered penalties and interest, and will be reported as such  
9 to each Settlement Class Member on an IRS Form 1099.

10           b.    The Settlement Administrator shall calculate, withhold from the Settlement  
11 Payments, and remit to applicable governmental agencies sufficient amounts as may be owed by  
12 Settlement Class Members for applicable employee taxes. The Settlement Administrator will issue  
13 appropriate tax forms to each Settlement Class Member consistent with the foregoing breakdown.

14           c.    All Parties represent that they have not received, and shall not rely on, advice  
15 or representations from other parties or their agents regarding the tax treatment of payments under  
16 federal, state, or local law. In this regard, Defendants makes no representations regarding the taxability  
17 of the Settlement Payments.

18           d.    Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded  
19 by the Court pursuant to this Settlement. Except as provided in Paragraph 41, each Party shall bear her  
20 or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of  
21 the Action. Class Counsel agree that any allocation of fees among the Class Counsel and any other  
22 attorney that may be representing Named Plaintiff or the Class shall be the sole responsibility of Class  
23 Counsel, and Class Counsel agree to indemnify and hold harmless Defendants from any claims or  
24 liability by any other Party claiming or seeking to claim any attorneys' fees or costs.

25           e.    Named Plaintiff will be issued an IRS Form 1099 for any enhancement award  
26 approved by the Court pursuant to Paragraph 41.d. The enhancement award payable to Named  
27 Plaintiff shall be in addition to any payment she may receive pursuant to Paragraph 41.f, above.

28           f.    Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR

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

23 45. Notice Plan.

24 a. *Settlement Administrator.* The Parties shall mutually select a third-party  
25 Settlement Administrator to distribute the notices and the Settlement Payments, handle the tax  
26 reporting, and field questions through a hotline, as well as through other means. The Settlement  
27 Administrator (along with any of its agents) shall represent and warrant that it will: a) provide  
28 reasonable and appropriate administrative, physical and technical safeguards for any personally

1 identifiable information ("PII"), which it receives from WFE; b) not disclose the PII to third parties,  
2 including agents or subcontractors, without Defendants' consent; c) not disclose or otherwise use the  
3 PII other than to carry out its duties as set forth herein; d) promptly provide Defendants with notice if  
4 PII is subject to unauthorized access, use, disclosure, modification, or destruction; and e) return or  
5 destroy the PII upon termination of its services.

6           b.       Within fifteen (15) calendar days following filing of the Preliminary Approval  
7 Order, Twenty-Five Thousand Dollars and No Cents (\$25,000.00) will be forwarded to the Settlement  
8 Administrator by DWW to fund the distribution of the Notice Packet and other preliminary activities  
9 of the Settlement Administrator. This amount will be deducted from DWW's fifty percent (50%)  
10 share of the Settlement Payment. The remaining \$5,000.00 to be deducted from the Gross Settlement  
11 Amount will be paid by WFE following final approval of the Settlement.

12           c.       Within fifteen (15) calendar days following filing of the Preliminary Approval  
13 Order, WFE shall provide to the Settlement Administrator a list of Class Members that identifies for  
14 each Class Member his/her Social Security number, last known address, home telephone number,  
15 whether the Class Member was a current or former employee of WFE as of June 30, 2019, and the  
16 number of eligible Workweeks for each Class Member during the Class Period. WFE agrees to consult  
17 with the Settlement Administrator as required to provide the list in a format reasonably acceptable for  
18 the duties of the Settlement Administrator. The Settlement Administrator will keep the list  
19 confidential, use it only for the purposes described herein, take adequate safeguards to protect  
20 confidential or private information and return or certify the destruction of the information upon  
21 completion of the Settlement Administration process.

22           d.       Within fifteen (15) days after receipt of the above information from WFE, the  
23 Settlement Administrator shall send the Notice Packet to each Class Member in English and Spanish.  
24 The Settlement Administrator will translate the Notice Packet into Spanish. Each and every Class  
25 Member whose Notice Packet is not returned to the Settlement Administrator as undeliverable within  
26 fifteen (15) calendar days after mailing is conclusively presumed to have received the Class Notice.

27           e.       With regard to each Notice Packet returned as undeliverable, the Settlement  
28 Administrator will perform one skip trace, if necessary, using social security numbers provided by

1 WFE and National Change of Address searches, as needed, to verify the accuracy of the addresses  
2 provided, and within an agreed number of days will conduct a second round of mailings for those  
3 forms returned to sender only. The Settlement Administrator will use the appropriate skip tracing to  
4 ensure delivery of the Notice Packet.

5 f. Class Members will have at least forty-five (45) days from the initial mailing  
6 of Notice Packet by the Settlement Administrator to submit Opt-Out Forms or objections, unless the  
7 60th day falls on a Sunday or Federal holiday, in which case the time period will be extended to the  
8 next day on which the U.S. Postal Service is open. The deadline for Class Members to submit their  
9 opt out forms or objections will be extended fifteen (15) days for any Class Member who is re-mailed  
10 a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal  
11 holiday, in which case the deadline will be extended by express agreement between Class Counsel and  
12 Defendants. Class Members will also have forty-five (45) days to object to the Settlement by  
13 submitting an objection with the Settlement Administrator that sets forth the basis of the objection.  
14 Within 3 business days of receipt, the Settlement Administrator will serve any Class Member objection  
15 on counsel for the Parties. No less than 7 days prior to the Final Approval Hearing the Settlement  
16 Administrator will submit any objections to the Court. The deadline for Class Members to submit their  
17 objections will be extended fifteen (15) days for any Class Member who is re-mailed a Notice Packet  
18 by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which  
19 case the deadline will be extended by express agreement between Class Counsel and Defendants.  
20 Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally  
21 extend the deadline for Plaintiff or Class Members to submit a Opt-Out Notice, or objection.

22 g. The Settlement Administrator shall re-mail any Notice Packet returned by the  
23 Post Office with a forwarding address. It shall be conclusively presumed that those Class Members  
24 whose re-mailed Notice Packet is not returned to the Settlement Administrator as undeliverable within  
25 fifteen (15) calendar days after re-mailing, actually received the Notice Packet.

26 h. The Settlement Administrator will provide weekly status reports to counsel for  
27 the Parties.  
28

1 i. Class Counsel shall provide to the Court, at or before the Final Settlement  
2 Hearing, a declaration from the Settlement Administrator confirming that the Class Notice and related  
3 forms were mailed to all Class Members as required by this Settlement, as well as any additional  
4 information Class Counsel deems appropriate to provide to the Court.

5 46. Opt-In Procedure Settlement For FLSA Release Purposes. Settlement Class Members  
6 will also release any claims that could have been alleged for violations of the FLSA. On the back of  
7 each Settlement Payment will be printed the following release:

8 47. Class Member Challenge to Work Weeks.

9 a. A Class Member may challenge the number of Workweeks identified on his/her  
10 Eligible Work Weeks form by submitting a written challenge to the Settlement Administrator, prior to  
11 expiration of the Opt-Out/Objection period. A Class Member challenging the number of Workweek(s)  
12 identified on the Eligible Work Weeks Form must also submit documentary evidence sufficient to  
13 prove the number of Workweeks worked during the Class Period. Defendants shall have the right to  
14 respond to the challenge by any Class Member. The Parties will meet and confer to mutually resolve  
15 the challenge to the number of Workweeks or any other specifics raised by Settlement Class Members  
16 and make a determination. If the Settlement Class Member disagrees with the Parties proposed  
17 resolution, the dispute will be submitted to the Court for a final determination.

18 48. Opt-Out Procedure. Unless a Class Member opts out of the Settlement, he/she shall  
19 be bound by the terms and conditions of this Settlement, and shall also be bound by the Court's Order  
20 enjoining all Class Members from pursuing, or seeking to reopen, any of the Settled Claims against  
21 the Released Parties. A Class Member will not be entitled to opt out of the Settlement unless he/she  
22 does all of the following: (i) signs the Opt-Out Form; (ii) substantially completes the Opt-Out Form;  
23 (iii) clearly state that he/she does not wish to be included in the Settlement; (iv) return the Opt-Out  
24 Form by fax or mail to the Settlement Administrator; and (v) return the Opt-Out Form so that it is  
25 faxed or postmarked on or before the expiration of the Opt-Out Period. Class Members who choose  
26 to opt out of the Class Settlement cannot opt out of the PAGA Settlement.

27 a. Upon receipt of any Opt-Out Form, the Settlement Administrator shall review  
28 the request to verify the information contained therein, and to confirm that the request complies with

1 the requirements of this Settlement. Any Class Member who signed a retainer agreement with Class  
2 Counsel, including but not limited to Named Plaintiff, shall not opt out of or object to this Settlement,  
3 and any Opt-Out Form or Notice of Objection submitted by any such Class Member shall be considered  
4 void and of no force or effect.

5 Any Class Member who fails to submit a timely, complete and valid request to opt out  
6 of the Settlement shall be barred from opting out of this Settlement. The Settlement Administrator  
7 shall not consider any Opt-Out Form postmarked after the expiration of the Opt-Out Period. It shall  
8 be conclusively presumed that, if an Opt-Out Form is not postmarked on or before the end of the opt-  
9 out deadline, the Class Member did not make the request in a timely manner. A declaration submitted  
10 by any Class Member attesting to the mailing of an Opt-Out Form on or before the expiration of the  
11 opt-out deadline shall be insufficient to overcome the conclusive presumption that the Opt-Out Form  
12 was not postmarked on or before the expiration of the opt-out period. Under no circumstances shall  
13 the Settlement Administrator have the authority to extend the deadline for Class Members to file a  
14 request to opt out of the Settlement. The Parties may agree to consider an Opt-Out Form postmarked  
15 after the end of the opt-out period at their discretion.

16 b. If seven percent (7%) or more of the Class Members timely opt out of the  
17 Settlement, Defendants shall have the sole and absolute discretion to withdraw from this Settlement  
18 within thirty (30) days after expiration of the deadline to submit opt-outs. Defendants shall provide  
19 written notice of such withdrawal to Class Counsel. In the event that Defendants elect to so withdraw,  
20 the withdrawal shall have the same effect as a termination of this Settlement for failure to satisfy one  
21 of its conditions, and the Settlement shall become null and void and have no further force or effect. If  
22 Defendants choose to terminate this Settlement under this provision, Defendants shall be responsible  
23 to pay the Settlement Administrator's fees and costs. If the Settlement is terminated for any other  
24 reason, including the Court's failure to grant final approval of the Parties' Settlement, then Defendants  
25 and Class Counsel shall each be responsible to pay fifty percent (50%) of the Settlement  
26 Administrator's fees and costs.

27 49. Objections to Settlement. Any Settlement Class Member may object to the Settlement  
28 by submitting a notice of objection. Any such objection must be filed with the clerk of the Court and

1 served on counsel for the Parties and the Settlement Administrator 14 days prior to the date set for  
2 Final Approval. Settlement Class Members who fail to file and serve timely written objections in  
3 the manner specified above shall be deemed to have waived any written objections and shall be  
4 foreclosed from presenting to the Court any written objection (whether by appeal or otherwise) to  
5 the Settlement. Subject to its sole discretion and the constraints of time, the Court may receive the  
6 oral comments, whether or not an objection in substance, of any Settlement Class Member at the  
7 Fairness Hearing.

8 50. Funding and Distribution of Settlement. In accordance with the Notice Plan, the  
9 Settlement Administrator shall promptly provide written notice to Class Counsel and Defendants'  
10 counsel with the distribution calculations. Within fifteen (15) business days after the Final Approval  
11 Date, DWW shall remit to the Settlement Administrator the remaining amount of its fifty percent  
12 (50%) share of the GSS (DWW's Share). WFE will fund its fifty percent (50%) share of the GSS in  
13 twenty-four equal installments. Within fifteen (15) business days after the Final Approval Date, WFE  
14 will remit to the Settlement Administrator an amount equal to 1/24th of its portion of the GSS  
15 ("Payment One"). Thereafter, every month following the date of Payment One, on the same day as  
16 Payment One ("Payment Date"), WFE will remit to the Settlement Administrator amount equal to  
17 1/24th of its allocated GSS Payment until WFE's portion of the GSS is paid in full. For example, if  
18 WFE's Payment One was made on February 1, 2020, WFE's final payment would be made on January  
19 1, 2022. If the Payment Date falls on a Saturday, Sunday or Federal holiday, the Payment Date for  
20 that month will roll over to the next business day. The final payment by WFE will also include, outside  
21 of the GSS, interest at the legal rate of 10% to be calculated by the Settlement Administrator. The  
22 Settlement Administrator will maintain the funds paid by Defendants in an interest-bearing account  
23 and such interest will be distributed on a pro rata basis to Settlement Class Members. The Settlement  
24 Administrator estimates that the cost for the additional distributions and tax reporting will be  
25 approximately \$25,605.00, subject to change for unforeseen circumstances and/or changes in the  
26 regulatory laws. All Settlement Administration costs incurred above the Court approved Settlement  
27 Administration costs will be the sole responsibility of WFE. The remittance of the entirety of the GSS  
28 Dynamic and WFE to the Settlement Administrator shall constitute full and complete discharge of

1 their entire respective obligation of each Defendant under this Settlement, whether or not Settlement  
2 Class Members receive their Settlement Payments from the Settlement Administrator. No Released  
3 Party shall have any further obligation or liability to Class Counsel, Named Plaintiff, Settlement Class  
4 Members, or Claimants under this Settlement after receipt by the Settlement Administrator of the  
5 Settlement Payment.

6 a. The Parties agree that the Settlement Payment will qualify as a settlement fund  
7 pursuant to the requirements of Section 468B(g) of the Internal Revenue Code of 1986, as amended,  
8 and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator  
9 is hereby designated as the "Administrator" of the qualified settlement fund for purposes of Section  
10 1.468B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the GSS  
11 and any tax-related expenses arising from any income tax return or other reporting document that may  
12 be required by the Internal Revenue Service or any state or local taxing body will be paid from the  
13 GSS.

14 b. The entirety of the payment to the LWDA and the payment for attorneys' costs  
15 will be made within 10 calendar days of the Settlement Administrator's receipt of DWW's Share, and  
16 WFE's Payment One.

17 c. The distribution of Settlement Payments to Settlement Class Members shall  
18 occur in five installments/distributions ("Settlement Payment Distributions").

19 i. The First Settlement Payment Distribution shall be made within ten (10)  
20 business days of the Settlement Administrator's receipt of DWW's Share, and WFE's Payment One. If  
21 the 10th day falls on a Saturday, Sunday or Federal holiday, the First Settlement Payment Distribution  
22 shall be made on the next business day. The First Settlement Payment Distribution will include the  
23 amount remaining of DWW's Share and WFE's Payment One after the Settlement Administrator  
24 distributes the entirety of the payment to the LWDA and the payment for Plaintiff's enhancement, ½ of  
25 the awarded attorneys' fees, and all of the awarded costs and Plaintiff enhancement, and will be  
26 distributed to Settlement Class Members on a *pro rata* basis.

27 ii. The Second Settlement Payment Distribution shall be made on the same  
28 day of the sixth month after the First Settlement Payment Distribution. If the Second Settlement

1 Payment Distribution Date falls on a Saturday, Sunday or Federal holiday, the Second Settlement  
2 Payment Distribution shall be made on the next business day. The Second Settlement Payment  
3 Distribution will include all Settlement Payments received by the Settlement Administrator from WFE  
4 between the date of the First Settlement Payment Distribution and the Second Settlement Payment  
5 Distribution, and will be distributed to Settlement Class Members on a *pro rata* basis.

6                   iii. The Third Settlement Payment Distribution shall be made on the same  
7 day of the twelfth month after the First Settlement Payment Distribution. If the Third Settlement  
8 Payment Distribution Date falls on a Saturday, Sunday or Federal holiday, the Third Settlement  
9 Payment Distribution shall be made on the next business day. The Third Settlement Payment  
10 Distribution will include all Settlement Payments received by the Settlement Administrator from WFE  
11 between the date of the Second Settlement Payment Distribution and the Third Settlement Payment  
12 Distribution, and will be distributed to Settlement Class Members on a *pro rata* basis.

13                   iv. The Fourth Settlement Payment Distribution shall be made on the same  
14 day of the eighteenth month after the First Settlement Payment Distribution. If the Fourth Settlement  
15 Payment Distribution Date falls on a Saturday, Sunday or Federal holiday, the Fourth Settlement  
16 Payment Distribution shall be made on the next business day. The Fourth Settlement Payment  
17 Distribution will include all Settlement Payments received by the Settlement Administrator from WFE  
18 between the date of the Third Settlement Payment Distribution and the Fourth Settlement Payment  
19 Distribution, and will be distributed to Settlement Class Members on a *pro rata* basis.

20                   v. The Fifth and Final Settlement Payment Distribution shall be made on  
21 the same day of the twenty-fourth month after the First Settlement Payment Distribution. If the Fifth  
22 and Final Settlement Payment Distribution Date falls on a Saturday, Sunday or Federal holiday, the  
23 Fifth and Final Settlement Payment Distribution shall be made on the next business day. The Fifth and  
24 Final Settlement Payment Distribution will include all Settlement Payments received by the Settlement  
25 Administrator from WFE between the date of the Fourth Settlement Payment Distribution and the Fifth  
26 and Final Settlement Payment Distribution plus the remaining awarded attorneys' fees, and will be  
27 distributed to Settlement Class Members on a *pro rata* basis.

1 vi. The Settlement Administrator shall be deemed to have timely distributed  
2 Settlement Payments if it places in the mail Settlement Payments for all Settlement Class Members by  
3 each Distribution Date. No person shall have any claim against the Settlement Administrator,  
4 Defendants, Class Counsel, Defendants' counsel, or any other agent designated by Named Plaintiff or  
5 Defendants based upon the distribution of Settlement Payments made substantially in accordance with  
6 this Settlement or further orders of the Court.

7 vii. The entirety of the payment to the LWDA and the payment for attorneys'  
8 costs will be made within 10 calendar days of the Settlement Administrator's receipt of DWW's Share,  
9 and WFE's Payment One.

10 d. Any checks issued by the Settlement Administrator to Settlement Class Members  
11 will be negotiable for at least one hundred twenty (120) calendar days. If such Settlement Class  
12 Members do not cash their checks within that period, those checks will become void and a stop payment  
13 will be placed on the uncashed checks. In such event, those Settlement Class Members will be deemed  
14 to have waived irrevocably any right in or claim to a Settlement Payment. Those funds represented by  
15 settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more  
16 than one hundred twenty (120) calendar days after issuance will be tendered in accordance with  
17 California Code of Civil Procedure §384(b) to Bet Tzedek, Economic Justice program, which provides  
18 low-wage workers with direct legal representation, assists trafficked laborers who were denied wages  
19 and creates entrepreneurship opportunities for low wage earners.

20 e. Unless otherwise specifically provided in this Settlement, Defendants shall not  
21 be obligated to make any payments contemplated by this Settlement unless and until the Court enters  
22 the Final Order, and no amounts will be owed or payable until all appeals or other collateral attacks  
23 have lapsed or have been favorably resolved in favor of the Settlement and no further challenge to the  
24 Settlement is possible.

25 51. Binding Effect of Settlement on Class Members. Subject to final Court approval, all  
26 Settlement Class Members shall be bound by this Settlement, and the Action and the Settled Claims  
27 shall be released as against the Released Parties. In addition, unless a Class Member opts out of the  
28

1 Settlement described in this Settlement, he/she shall be bound by the Court's Order enjoining all Class  
2 Members from pursuing, or seeking to reopen, Settled Claims against the Released Parties.

3 52. Preliminary Approval of Settlement. Upon execution of this Settlement, Named  
4 Plaintiff shall file a motion in the Action requesting that the Court enter the Preliminary Approval  
5 Order based on an agreed-upon Settlement schedule, subject to Court approval if necessary:

- 6 a. Preliminarily approving the Settlement;
- 7 b. Preliminarily approving the appointment of Named Plaintiff as representative  
8 of the Class for settlement purposes;
- 9 c. Preliminarily approving the appointment of Class Counsel as counsel for the  
10 Class;
- 11 d. Appointing and approving SSI or such other administrator as chosen by the  
12 Parties and approved by the Court, to administer the claims and Settlement Payment procedures  
13 required by this Settlement;
- 14 e. Approving the form of the Class Notice, Eligible Work Weeks form, and Opt-  
15 Out Form, and requiring that each be sent to Class Members;
- 16 f. Approving the Notice Plan;
- 17 g. Scheduling the Final Settlement Hearing for consideration of class certification  
18 for settlement purposes only and final approval of this Settlement;
- 19 h. Approving the procedure for Class Members to to object or opt out of the  
20 Settlement and setting a date after which no Class Members shall be allowed to submit objections or  
21 requests to opt out; and
- 22 i. Approving the procedure for Class Members to object to the Settlement.

23 Defendants shall not oppose Class Counsel's motion for preliminary approval of the  
24 Settlement so long as the motion and supporting papers are consistent with the terms of this Settlement.  
25 Class Counsel shall provide Defendants with a reasonable opportunity to review, and provide  
26 comments on, the motion for preliminary approval of the Settlement before the motion and supporting  
27 papers are filed with the Court. Notwithstanding the foregoing, Defendants may, without opposing  
28 the motion for preliminary approval, advise the Court if Defendants disagree with any of the factual

1 statements included by Named Plaintiff in the motion and supporting papers.

2 53. Non-interference with Settlement Procedure. The Parties and their counsel agree that  
3 they shall not seek to solicit or otherwise encourage Class Members to submit requests for exclusion  
4 or objections to the Settlement or to appeal from the Final Order and Final Judgment.

5 54. Final Order and Final Judgment. Named Plaintiff will request, and Defendants will  
6 concur in said request, that the Court enter, after the Settlement Hearing finally approving this  
7 Settlement, a Final Order and Final Judgment drafted by Named Plaintiff in a form that is consistent  
8 with this Settlement and subject to prior review and approval by Defendants. Named Plaintiff will  
9 request that the Final Order and Final Judgment find that this Settlement and Settlement is fair, just,  
10 equitable, reasonable, adequate and in the best interests of the Class; permanently enjoin all Settlement  
11 Class Members from pursuing, or seeking to reopen, Settled Claims against the Released Parties; and  
12 require the Parties to carry out the provisions of this Settlement.

13 55. Waiver of Appeal. Subject to preliminary and final approval of this Settlement, each  
14 Party expressly waives its right to appeal.

15 56. Entry of Final Judgment. At the Final Settlement Hearing, Named Plaintiff will  
16 request, and Defendants will concur in said request, that the Court enter the Final Judgment. The final  
17 judgment will be posted on the Settlement Administrator's website for a period of not less than one  
18 year for Settlement Class Members to view.

19 57. Effective Date of Settlement. The "Effective Date" of this Settlement shall be  
20 conditioned upon all of the following occurring:

21 a. This Settlement has been signed by the Parties, Class Counsel, and Defendants'  
22 counsel;

23 b. The Court has entered a preliminary approval order substantially similar to the  
24 Preliminary Approval Order;

25 c. The Court-approved Class Notice has been mailed to the Class Members as  
26 ordered by the Court in the Action;

27 d. The Court has entered a Final Approval Order in a form substantially similar to  
28 the Final Approval Order;

1 e. All Settlement Payments have been made by Defendants and distributed by the  
2 Settlement Administrator;

3 f. The Court has entered and filed a Final Judgment in a form substantially similar  
4 to the Final Judgment; and

5 g. All appeals or other collateral attacks, including objections, have lapsed or have  
6 been favorably resolved in favor of the Settlement and no further challenge to the Settlement is  
7 possible. No amounts will be owed or payable until all appeals or other collateral attacks have lapsed  
8 or have been favorably resolved in favor of the Settlement and no further challenge to the Settlement  
9 is possible.

10 58. Settlement Class Size. Defendants represented to Plaintiff that there were 3,246 Class  
11 Members as of June 30, 2019, and 72,832 Workweeks. The Parties further agree that if the actual  
12 Workweeks exceed 74,000 Workweeks, then, Class Counsel may elect to rescind the Settlement  
13 Agreement at any time before Final Approval or may elect to exercise an option to adjust the GSS  
14 on a *pro rata* basis, based on the total number of actual Workweeks, as compared to 74,000  
15 Workweeks. If Class Counsel exercises the option to increase the Class Settlement Amount, the  
16 Parties agree to meet and confer regarding the implementation of said adjustment. If Class Counsel  
17 exercises the option to rescind the Settlement Agreement, then the Parties shall split all Settlement  
18 Administration Costs that have been incurred up to the date of rescission. All persons excluded from  
19 the Settlement Class on this basis will not release the Released Claims.

20 59. Automatic Voiding of Settlement If Not Finalized. If for any reason the Settlement  
21 does not become final or the Court strikes or does not approve any material term of this Settlement,  
22 the Settlement shall be null and void; the orders, judgment, and dismissal to be entered pursuant to the  
23 Settlement shall be vacated; and the Parties will be returned to the status quo prior to entering into the  
24 Settlement with respect to the Action, as if the Parties had never entered into this Settlement. In  
25 addition, in such event, the Settlement and all negotiations, court orders and proceedings relating  
26 thereto shall be without prejudice to the rights of any and all Parties hereto, and evidence relating to  
27 the Settlement and all negotiations shall not be admissible or discoverable in the Action or otherwise.  
28

1 Further, all funds distributed to the Settlement Administrator will be returned to Defendants, and the  
2 Parties shall be returned to their original respective positions.

3 60. No Injunctive Relief. The Parties agree that the Settlement does not include injunctive  
4 relief against Defendants.

5 61. Confidentiality and Non-Disparagement.

6 a. The Parties and their counsel agree to keep this Settlement confidential until the  
7 Class Notice is mailed to the Class Members.

8 b. The Parties and their counsel will not initiate nor respond to public relations or  
9 media inquiries about the Settlement. Named Plaintiff's attorneys are authorized to make a limited  
10 disclosure to the Court for the purposes of obtaining the approval of the class settlement. Plaintiff will  
11 instruct her counsel not to identify Defendants or their counsel directly in any media including  
12 Plaintiff's counsels' website.

13 c. Named Plaintiff agrees to maintain the confidentiality of any documents  
14 produced, formally or informally, during the course of the Action and to instruct her attorneys to  
15 maintain such confidentiality. .

16 d. Named Plaintiff agrees that she shall not make any disparaging remarks about  
17 Defendants or any of the Released Parties.

18 62. Invalidation of Settlement for Failure to Satisfy Conditions. The terms and provisions  
19 of Paragraphs 1 through 75 of this Settlement are not recitals, but are deemed to constitute contractual  
20 terms. The Court may allocate less to Class Counsel and Named Plaintiff than indicated in  
21 Paragraphs 41.a, 41.b, and 41.c, without impacting the validity and enforceability of the Settlement.  
22 The Court may allocate less to the Settlement Administrator than indicated in Paragraph 41.c provided  
23 the actual amount spent by the Settlement Administrator is less than the maximum set forth in that  
24 Paragraph. Except for the provisions set forth in the preceding two sentences regarding the allocation  
25 of payments pursuant to Paragraphs 41.a, 41.b, 41.c, and 41.d, in the event that any of the terms  
26 or conditions set forth in Paragraphs 1 through 79 of this Settlement are not fully and completely  
27 approved by the Court and satisfied, this Settlement shall terminate at the option of either Party, or  
28 both, and all terms of the Settlement, including any payments by Defendants, shall be null and void.

1 Without limiting the generality of the foregoing, if this Settlement is terminated for failure to satisfy  
2 any of the terms or conditions of Paragraphs 1 through 75 of this Settlement:

3 a. Defendants shall not be obligated to create or maintain any type of settlement  
4 fund, and shall not be obligated to make any Settlement Payment to any Class Member, to Class  
5 Counsel, or to the Named Plaintiff.

6 b. This Settlement and all negotiations, Court orders and proceedings relating  
7 thereto shall be without prejudice to the rights of the Named Plaintiff, Class Members and Defendants,  
8 each of whom shall be restored to their respective positions existing prior to the execution of this  
9 Settlement, and evidence relating to the Settlement and all negotiations shall not be discoverable or  
10 admissible in the Action or any other litigation.

11 c. Defendants will not have waived, and instead expressly reserves, their rights to  
12 challenge the continuing propriety of class certification for any purpose.

13 d. To the extent one exists, the Preliminary Approval Order shall be vacated in its  
14 entirety and neither this Settlement, the Preliminary Approval Order, nor any other document in any  
15 way relating to any of the foregoing, shall be relied upon, referred to or used in any way for any  
16 purpose in connection with any further proceedings in this Action or in any related action, including  
17 class certification proceedings.

18 63. Notices. All notices, requests, demands and other communications required or  
19 permitted to be given pursuant to this Settlement shall be in writing, and shall be delivered personally  
20 or by first class mail to the attorneys listed in the caption above and the Settlement Administrator.

21 64. Modification in Writing. This Settlement may be amended or modified only by a  
22 written instrument signed by counsel for all Parties or their successors-in-interest.

23 65. Ongoing Cooperation. Named Plaintiff and Defendants and each of their respective  
24 counsel shall execute all documents and perform all acts necessary and proper to effectuate the terms  
25 of this Settlement. The execution of documents must take place prior to the Final Settlement Hearing.

26 66. Binding on Successors. This Settlement shall be binding on, and shall inure to the  
27 benefit of, the Parties and their respective successors, assigns, executors, administrators, heirs and  
28 legal representatives.

1           67.     Entire Agreement. This Settlement constitutes the full, complete and entire  
2 understanding, agreement and arrangement between Named Plaintiff and the Class Members on the  
3 one hand and Defendants on the other hand with respect to the Settlement of the Action and the Settled  
4 Claims against the Released Parties. This Settlement supersedes any and all prior oral or written  
5 understandings, agreements and arrangements between the Parties with respect to the settlement of the  
6 Action and the Settled Claims against the Released Parties. Except for those set forth expressly in this  
7 Settlement, there are no other agreements, covenants, promises, representations or arrangements  
8 between the Parties with respect to the settlement of the Action and the Settled Claims against the  
9 Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and California  
10 Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed  
11 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no  
12 such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of  
13 this Settlement.

14           68.     Execution in Counterparts. This Settlement may be signed in one or more  
15 counterparts but only with a wet-ink signature. This Settlement may not be signed via Docu-sign  
16 signature. All executed copies of this Settlement, and photocopies thereof (including facsimile and/or  
17 electronic copies of the signature pages), shall have the same force and effect and shall be as legally  
18 binding and enforceable as the original.

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

22           70.     Governing Law. This Settlement shall be interpreted, construed, enforced, and  
23 administered in accordance with the laws of the state of California, without regard to conflict of law  
24 rules.

25           71.     Reservation of Jurisdiction. Notwithstanding the dismissal of this Action and entry  
26 and filing of Final Judgment, the Court shall retain jurisdiction under Section 664.6 of the California  
27 Code of Civil Procedure for purposes of interpreting and enforcing the terms of this Settlement.  
28

1           72.     Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
2 and conditions of this Settlement. Accordingly, this Settlement shall not be construed more strictly  
3 against one Party than another merely by virtue of the fact that it may have been prepared by counsel  
4 for one of the Parties, it being recognized that, because of the arms-length negotiations between the  
5 Parties, all Parties have contributed to the preparation of this Settlement.

6           73.     Warranties and Representations. Each of the Parties to this Settlement and/or their  
7 agents or counsel represent, covenant and warrant that (a) they have full power and authority to enter  
8 into and consummate all transactions contemplated by this Settlement and have duly authorized the  
9 execution, delivery and performance of this Settlement, and (b) the person executing this Settlement  
10 has the full right, power and authority to enter into this Settlement on behalf of the Party for whom  
11 he/she has executed this Settlement, and the full right, power and authority to execute any and all  
12 necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations  
13 of this Settlement.

14           74.     Representation by Counsel. The Parties acknowledge that they have been represented  
15 by counsel throughout all negotiations that preceded the execution of this Settlement, and that this  
16 Settlement has been executed with the consent and advice of counsel. Further, Named Plaintiff and  
17 Class Counsel warrant and represent that there are no liens on the Settlement, and that after entry by  
18 the Court of the Final Judgment, Defendants may distribute funds to Settlement Class Members, Class  
19 Counsel, and Named Plaintiff as provided by this Settlement.

20           75.     Authorization by Named Plaintiff. Named Plaintiff authorizes Class Counsel to sign  
21 this Settlement and further agrees not to request to be excluded from the Class and not to object to  
22 any terms of this Settlement. Any such request for exclusion or objection shall therefore be void and  
23 of no force or effect.

24  
25  
26                               **(continued on next page)**  
27  
28

1 IT IS SO AGREED:

2  
3 Dated: January 30, 2020

Florinda Gomez  
FLORINDA GOMEZ  
Plaintiff/Class Representative

4  
5  
6 Dated: \_\_\_\_\_, 2020

DYNAMIC WORLDWIDE WEST, INC.  
AND DYNAMIC WORLDWIDE  
LOGISTICS, INC.  
Defendants

7  
8  
9 By: \_\_\_\_\_  
Its: \_\_\_\_\_

10  
11 Dated: \_\_\_\_\_, 2020

WORKFORCE ENTERPRISES WFE, INC.  
Defendant

12  
13 By: \_\_\_\_\_  
14 Its: \_\_\_\_\_

15 APPROVED AS TO FORM:

LITTLER MENDELSON, P.C.

16 Dated: \_\_\_\_\_, 2020

17 By: \_\_\_\_\_

CARLOS JIMENEZ  
Attorneys for Defendants Dynamic  
Worldwide West, Inc. and  
Dynamic Logistics, Inc.

18  
19  
20 Dated: \_\_\_\_\_, 2020

21 By: \_\_\_\_\_

KAREL ROCHA  
Attorneys for Defendant Workforce  
Enterprises WFE, Inc.

22  
23  
24  
25 Dated: \_\_\_\_\_, 2020

MAHONEY LAW GROUP, APC

26  
27  
28  
KATHERINE J. ODENBREIT  
Attorneys for Plaintiff

1 IT IS SO AGREED:

2  
3 Dated: \_\_\_\_\_, 2020

FLORINDA GOMEZ  
Plaintiff/Class Representative

5  
6 Dated: Feb 3, 2020

DYNAMIC WORLDWIDE WEST, INC.  
AND DYNAMIC WORLDWIDE  
LOGISTICS, INC.  
Defendants

8  
9 By: [Signature]  
Its: Pres. L.

11 Dated: \_\_\_\_\_, 2020

WORKFORCE ENTERPRISES WFE, INC.  
Defendant

13 By: \_\_\_\_\_  
14 Its: \_\_\_\_\_

15 APPROVED AS TO FORM:

LITTLER MENDELSON, P.C.

16 Dated: February 5, 2020

17 By: [Signature]  
CARLOS JIMENEZ  
Attorneys for Defendants Dynamic  
Worldwide West, Inc. and  
Dynamic Logistics, Inc.

19  
20 Dated: \_\_\_\_\_, 2020

21 By: \_\_\_\_\_  
KARELROCHA  
Attorneys for Defendant Workforce  
Enterprises WFE, Inc.

23  
24 MAHONEY LAW GROUP, APC

25 Dated: \_\_\_\_\_, 2020

26 KATHERINE J. ODENBREIT  
Attorneys for Plaintiff  
27  
28

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IT IS SO AGREED:

Dated: January 30, 2020

Florinda Gomez  
FLORINDA GOMEZ  
Plaintiff/Class Representative

Dated: \_\_\_\_\_, 2020

DYNAMIC WORLDWIDE WEST, INC.  
AND DYNAMIC WORLDWIDE  
LOGISTICS, INC.  
Defendants

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: February 17, 2020

WORKFORCE ENTERPRISES WFE, INC.  
Defendant

By: Andrew H. Rymmer  
Its: President

APPROVED AS TO FORM:

LITTLE MENDELSON, P.C.

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
CARLOS JIMENEZ  
Attorneys for Defendants Dynamic  
Worldwide West, Inc. and  
Dynamic Logistics, Inc.

Dated: February 18, 2020

By: Karel Rocha  
KAREL ROCHA  
Attorneys for Defendant Workforce  
Enterprises WFE, Inc.  
Jason Meyer

MAHONEY LAW GROUP, APC

Dated: \_\_\_\_\_, 2020

KATHERINE J. ODENBREIT  
Attorneys for Plaintiff

---

## **EXHIBIT 1**

1 Kevin Mahoney (SBN: 235367)  
2 [kmahoney@mahoney-law.net](mailto:kmahoney@mahoney-law.net)  
3 Katherine J. Odenbreit (SBN: 184619)  
4 [kodenbreit@mahoney-law.net](mailto:kodenbreit@mahoney-law.net)  
5 **MAHONEY LAW GROUP, APC**  
6 249 East Ocean Blvd., Suite 814  
7 Long Beach, CA 90802  
8 Telephone: (562) 590-5550  
9 Facsimile: (562) 590-8400

10 Attorneys for Plaintiff FLORINDA GOMEZ, as an individual and on behalf of all employees  
11 similarly situated

12 (additional counsel listed on next page)

13  
14  
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16  
17 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

18 FLORINDA GOMEZ as an individual and  
19 on behalf of all employees similarly  
20 situated,

21 Plaintiff,

22 v.

23 DYNAMIC WORLDWIDE LOGISTICS,  
24 INC., a New Jersey corporation;  
25 DYNAMIC WORLDWIDE WEST, INC.,  
26 a California corporation; WORKFORCE  
27 ENTERPRISES WFE, INC., a California  
28 corporation; TS EMPLOYMENT, INC., a  
Florida corporation; EMPLOYER HR, a  
business organization, form unknown; and  
DOES 1 through 50, inclusive,

Defendants.

Case No. BC612493

**ADDENDUM TO AMENDED JOINT  
STIPULATION OF CLASS ACTION AND  
PAGA SETTLEMENT AND RELEASE**

Assigned to for all purposes:  
Judge Carolyn B. Kuhl, Dept. SS12

Trial Date: None  
Complaint Filed: March 3, 2016

1 ROBERT G. HULTENG, Bar No. 071293  
2 LITTLER MENDELSON, P.C.  
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4 34th Floor  
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10 LITTLER MENDELSON, P.C.  
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12 63rd Floor  
13 Los Angeles, CA 90071  
14 Telephone: 213.443.4300  
15  
16 Attorneys for Defendants  
17 DYNAMIC WORLDWIDE LOGISTICS, INC.  
18 and DYNAMIC WORLDWIDE WEST, INC.  
19  
20 CHRISTOPER HAN, Bar No. 275140  
21 EMPLOYERS DEFENSE LAW, APC  
22 800 N. Haven Avenue, Suite 350  
23 Ontario, CA 91764  
24 Telephone: (909) 483-2703  
25  
26 Attorneys for Defendant  
27 WORKFORCE ENTERPRISES WFE, INC.  
28

**ADDENDUM TO AMENDED JOINT STIPULATION OF**  
**CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

This Addendum to the Amended Joint Stipulation of Class Action and PAGA Settlement and Release is entered into between Plaintiff Florinda Gomez ("Plaintiff"), as an individual and on behalf of all Class Members as defined herein, Defendants Workforce Enterprises WFE, Inc. ("WFE"), Dynamic Worldwide West, Inc. ("DWW"); and Dynamic Worldwide Logistics, Inc. ("DWL") (DWW and DWL are collectively referred to as "Dynamic") (all collectively referred to as "Parties").

This Addendum corrects and adds certain language to the Amended Joint Stipulation of Class Action and PAGA Settlement ("Agreement") executed by the Parties on February 18, 2020 and is hereby incorporated by reference therein.

Paragraph 45(f) of the Agreement is hereby amended in part to now read:

f. Class Members will have at least forty-five (45) days from the initial mailing of Notice Packet by the Settlement Administrator to submit Opt-Out Forms or objections, unless the 45th day falls on a Sunday or Federal holiday, in which case the time period will be extended to the next day on which the U.S. Postal Service is open.

This Addendum merely corrects reference in the Agreement to the "60<sup>th</sup>" day, when it should read "45<sup>th</sup>". The remainder of Paragraph 45(f) remains as set forth in the Agreement.

Paragraph 46 of the Agreement will now read in its entirety:

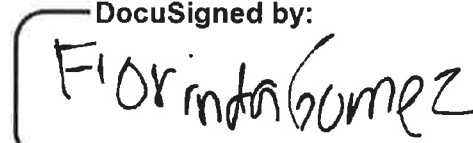
Opt-In Procedure Settlement For FLSA Release Purposes. Settlement Class Members will also release any claims that could have been alleged for violations of the FLSA. On the back of each Settlement Payment will be printed the following release:

"By accepting this payment, I waive any right to bring suit for minimum wage, overtime or other compensation under common law and state and federal law against, DYNAMIC WORLDWIDE LOGISTICS, INC., DYNAMIC WORLDWIDE WEST, INC. and WORKFORCE ENTERPRISES WFE, INC. employees its, officers, directors, successors, assigns, and agents."

IT IS SO AGREED:

Dated: 23/06/2020  
\_\_\_\_\_, 2020

DocuSigned by:

  
EE14F73B7D1A4FD...

FLORINDA GOMEZ  
Plaintiff/Class Representative

Dated: \_\_\_\_\_, 2020

DYNAMIC WORLDWIDE WEST, INC.  
AND DYNAMIC WORLDWIDE  
LOGISTICS, INC.  
Defendants

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

WORKFORCE ENTERPRISES WFE, INC.  
Defendant

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

LITTLER MENDELSON, P.C.

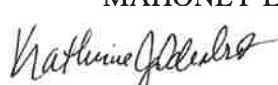
Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
CARLOS JIMENEZ  
Attorneys for Defendants Dynamic  
Worldwide West, Inc. and  
Dynamic Logistics, Inc.

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
KAREL ROCHA  
Attorneys for Defendant Workforce  
Enterprises WFE, Inc.

Dated: \_\_\_\_\_, 2020

MAHONEY LAW GROUP, APC  
  
KATHERINE J. ODENBREIT  
Attorneys for Plaintiff

4831-8868-2669.1 089065.1001

1 IT IS SO AGREED:

2 Dated: \_\_\_\_\_, 2020

3 FLORINDA GOMEZ  
4 Plaintiff/Class Representative

5 Dated: \_\_\_\_\_, 2020

6 DYNAMIC WORLDWIDE WEST, INC.  
7 AND DYNAMIC WORLDWIDE  
8 LOGISTICS, INC.  
9 Defendants

10 By: Thomas C. Gambino  
11 Its: President

12 Dated: June 23<sup>rd</sup>, 2020

13 WORKFORCE ENTERPRISES WFE, INC.  
14 Defendant

15 By: Stephen Hernandez  
16 Its: (President)

17 APPROVED AS TO FORM:

18 LITTLER MENDELSON, P.C.

19 Dated: 6/24, 2020

20 By: Carlos Jimenez  
21 CARLOS JIMENEZ  
22 Attorneys for Defendants Dynamic  
23 Worldwide West, Inc. and  
24 Dynamic Logistics, Inc.

25 Dated: June 23, 2020

26 By: Christopher Han  
27 CHRISTOPHER HAN  
28 Attorneys for Defendant Workforce  
Enterprises WFE, Inc.

MAHONEY LAW GROUP, APC

Dated: \_\_\_\_\_, 2020

KATHERINE J. ODENBREIT  
Attorneys for Plaintiff

4831-8868-2669.1 089065.1001