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individually and on behalf of all others similarly situated.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**

DENISE M. OVERBURY, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

ZUMAR INDUSTRIES, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. 22STCV34571

*Assigned for All Purposes to:**Judge Lawrence P. Riff**Dept. 7***JOINT STIPULATION FOR CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

1 This Joint Stipulated Class Action and PAGA Settlement Agreement (“Agreement”) is made
2 by and between Plaintiff Denise M. Overbury (“Plaintiff”) and Defendant Zumar Industries, Inc.
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **I. DEFINITIONS**

6 1.1. “Action” means all causes of action, claims, and allegations in Plaintiff’s lawsuit
7 alleging wage and hour violations against Defendant captioned *Denise M. Overbury, individually*
8 *and on behalf of all others similarly situated v. Zumar Industries, Inc.; and DOES 1 through 20,*
9 *inclusive*, Case No. 22STCV34571, initiated on October 28, 2022 and pending in Superior Court of
10 the State of California, County of Los Angeles. “Action” also refers to the First Amended Complaint
11 associated with Case No. 22STCV34571.

12 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the
13 Parties have agreed to appoint to administer the Settlement.

14 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
15 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with
16 the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
17 Approval of the Settlement.

18 1.4. “Class” means all current and former non-exempt employees who are or were
19 employed by Defendant in California at any time during the Class Period and did not execute a
20 severance agreement and/or general release of claims against Defendant .

21 1.5. “Class Counsel” means:

22 AEGIS LAW FIRM, PC
23 Kashif Haque
24 Samuel A. Wong
25 Jessica L. Campbell
26 Joseph M. Szilagyi
27 9811 Irvine Center Drive, Suite 100
28 Irvine, California 92618
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1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reasonable attorneys’ fees in the amount of one-third of the Gross Settlement Amount and expenses, respectively, incurred to prosecute the Action, which shall be paid from the Gross Settlement Amount.

1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks, as well as PAGA Group name, last-known mailing address, Social Security number, and number of pay periods during the PAGA Period.

1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from May 4, 2018 through June 23, 2023.

1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14. “Court” means the Superior Court of California, County of Los Angeles.

1.15. “Defendant” means named Defendant Zumar Industries, Inc.

1.16. “Defense Counsel” means

FISHER & PHILLIPS LLP

1 Tyler T. Rasmussen
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4 Irvine, California 92614
5 T: (949) 851-2424
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7 1.17. "Effective Date" means the date by when both of the following have occurred: (a) the
8 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
9 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
10 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
11 or more Participating Class Members objects to the Settlement, the day after the deadline for filing a
12 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
13 the appellate court affirms the Judgment and issues a remittitur.

14 1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

15 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final
16 Approval of the Settlement.

17 1.20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
18 Approval of the Settlement.

19 1.21. "Gross Settlement Amount" means the sum of One Hundred Eighty Thousand Dollars
20 and Zero Cents (\$180,000.00) which is the total amount Defendant agrees to pay under the
21 Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Class
22 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, the PAGA
23 Settlement Amount, and the Administration Expenses Payment.

24 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share
25 of the Net Settlement Amount calculated according to the number of Workweeks worked during the
26 Class Period.

27 1.23. "Judgment" means the judgment entered by the Court based upon the Final Approval.

28 1.24. "LWDA" means the State of California Labor and Workforce Development Agency.

1.25. "LWDA Payment" means 75% of the \$20,000 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Paragraph 3.2.5 of this Agreement, as provided for below.

1.26. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.27. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.28. "PAGA" means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 et seq.

1.29. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group Members.

1.30. "PAGA Group Members" means all Class Members employed by Defendant at any time between October 28, 2021 through June 23, 2023 ("PAGA Period").

1.31. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.32. "Plaintiff" means Denise M. Overbury, the named plaintiff in the Action.

1.33. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.34. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.

1.35. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.36. "Released Parties" means: Defendant and Defendant's past and present, and direct and indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

1.37. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.38. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.39. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.40. "Workweek" means any calendar week (i.e. a week beginning on Sunday and ending on Saturday) during which a Class Member or PAGA Group Member worked for Defendant on at least one day, during the Class Period.

II. RECITALS

2.1. On October 28, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to reimburse business expenses; failure to provide accurate itemized wage statements; failure to pay all wages due upon the separation of employment; failure to timely pay all wages during employment; and violations of the Business and Professions Code section 17200, *et seq.* Pursuant to this Settlement, the Parties stipulate to allow Plaintiff to file a First Amended Complaint to additionally allege violations of PAGA based on the

1 same allegations in the complaint filed to commence this Action. The First Amended Complaint will
2 be the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the
3 allegations in the Operative Complaint, denies any failure to comply with the laws identified in in
4 the Operative Complaint and denies any and all liability for the causes of action alleged.

5 2.2. On June 23, 2022, the Parties participated in an all-day mediation presided over by
6 the Hon. Lisa Cole (ret.) which led to this Agreement to settle the Action.

7 2.3. Prior to mediation, Plaintiff obtained, through informal discovery and following meet
8 and confer discussions between the Parties’ counsel, time-punch and pay records from Plaintiff and
9 Class Members; data points related to Plaintiff’s and Class Members’ employment for purposes of
10 calculating estimated damages; and Defendant’s relevant written policies. Plaintiff’s investigation
11 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*
12 (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
13 116, 129-130 (“Dunk/Kullar”).

14 2.4. The Court has not granted class certification.

15 2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
16 any other pending matter or action asserting claims that will be extinguished or affected by the
17 Settlement.

18 **III. MONETARY TERMS**

19 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
20 Defendant promises to pay \$180,000 as the Gross Settlement Amount and to separately pay any and
21 all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant
22 has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline
23 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
24 Settlement Amount without asking or requiring Participating Class Members to submit any claim as
25 a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

1 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
2 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
3 Court in the Final Approval:

4 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
5 Representative of not more than \$7,500 (in addition to any Individual Class Payment and any
6 Individual PAGA Payment the Class Representative is entitled to receive as a Participating
7 Class Member). Defendant will not oppose Plaintiff's request for a Class Representative
8 Service Payment that does not exceed this amount. As part of the motion for Class Counsel
9 Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for
10 any Class Representative Service Payments prior to the Final Approval Hearing. If the Court
11 approves a Class Representative Service Payment less than the amount requested, the
12 Administrator will retain the remainder in the Net Settlement Amount. The Administrator
13 will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes
14 full responsibility and liability for employee taxes owed on the Class Representative Service
15 Payment.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
17 of the Gross Settlement Amount, which is currently estimated to be \$60,000.00, and a Class
18 Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not
19 oppose requests for these payments provided that do not exceed these amounts. Plaintiff
20 and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation
21 Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the
22 Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
23 Payment less than the amounts requested, the Administrator will allocate the remainder to the
24 Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
25 Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment
26 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
27 Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099
28

Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and interest (together, the "Non-Wage Portions"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the Labor and Workforce Development Agency And PAGA Group Members. In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in the Action, will not invalidate this Agreement. Individual PAGA Settlement Amounts are calculated by (a) dividing the 25% distributed to the Net Settlement Amount for distribution to PAGA Group Member by the total number of pay periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's pay periods.

IV. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates Class Members collectively worked a total of 6284 Workweeks during the Class Period.

4.2. Class Data. Not later than fifteen (15) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant

1 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use
2 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
3 Class Data.

4 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
5 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
6 taxes, by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

7 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds
8 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
9 all payments to PAGA Group Members, the LWDA Payment, the Administration Expenses Payment,
10 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
11 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
12 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
13 precede disbursement of Individual Class Payments.

14 4.4.1. The Administrator will issue checks for the Individual Class Payments and
15 send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each
16 check shall prominently state the date (not less than 180 days after the date of mailing) when
17 the check will be voided. The Administrator will cancel all checks not cashed by the void
18 date. The Administrator will send checks for Individual Settlement Payments to all
19 Participating Class Members and PAGA Group Members (including those for whom Class
20 Notice was returned undelivered). Before mailing any checks, the Settlement Administrator
21 must update the recipients' mailing addresses using the National Change of Address
22 Database.

23 4.4.2. The Administrator must conduct a Class Member Address Search for all other
24 Class Members and PAGA Group Members whose checks are returned undelivered without
25 USPS forwarding address. Within five (5) business days of receiving a returned check the
26 Administrator must re-mail checks to the USPS forwarding address provided or to an address
27 ascertained through the Class Member Address Search. The Administrator need not take
28

1 further steps to deliver checks to Class Members and PAGA Group Members whose re-
2 mailed checks are returned as undelivered. The Administrator shall promptly send a
3 replacement check to any Class Member and PAGA Group Members whose original check
4 was lost or misplaced, requested by the Class Member prior to the void date.

5 4.4.3. For any Class Member and PAGA Group Members whose Individual Class
6 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit
7 the funds represented by such checks to the California Controller's Unclaimed Property Fund
8 in the name of the Class Member and PAGA Group Members thereby leaving no "unpaid
9 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd.
10 (b). The Parties, Class Counsel and Defense Counsel represent that they have no interest or
11 relationship, financial or otherwise, with the intended Cy Pres Recipient.

12 4.4.4. The payment of Individual Class Payments shall not obligate Defendant to
13 confer any additional benefits or make any additional payments to Class Members (such as
14 401(k) contributions or bonuses) beyond those specified in this Agreement.

15 **V. RELEASES OF CLAIMS**

16 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
17 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
18 Plaintiff, Class Members, PAGA Group Members and Class Counsel will release claims against all
19 Released Parties as follows:

20 5.1. Plaintiff's Release. As of the Effective Date, in exchange for the consideration in this
21 Agreement, Plaintiff, for herself and her heirs, successors and assigns, hereby waives, releases,
22 acquits and forever discharges the Released Parties from any and all Released Class Claims as well
23 as any and all claims, actions, charges, complaints, grievances and causes of action, of whatever
24 nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date she
25 signs this Agreement, including but not limited to, any and all tort claims, contract claims, claims for
26 unpaid wages, wrongful termination claims, disability claims, benefit claims, public policy claims,
27 retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of
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1 privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims
2 arising under any federal, state or other governmental statute, law, regulation or ordinance, including,
3 but not limited to, claims for violation of the Fair Labor Standards Act, the California Labor Code,
4 the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the
5 Americans with Disabilities Act, the Employee Retirement Income Security Act, Title VII of the
6 Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family
7 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California
8 Business & Professions Code Section 17200 et seq. ("Plaintiff's Release.") Plaintiff's Release does
9 not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
10 unemployment benefits, disability benefits, social security benefits, workers' compensation benefits
11 that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
12 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now
13 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
14 effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of
15 them.

16
17 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
18 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
19 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: "**A**
20 **general release does not extend to claims that the creditor or releasing party does not**
21 **know or suspect to exist in his or her favor at the time of executing the release, and that**
22 **if known by him or her would have materially affected his or her settlement with the**
23 **debtor or Released Party.**"

24 5.2. Release by Participating Class Members: All Participating Class Members, on behalf
25 of themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, release Released Parties from all claims that were alleged,
27 or reasonably could have been alleged, based on the Class Period facts stated in the Operative
28

Complaint and ascertained in the course of the Action including, but not limited to e.g., all individual and class claims for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, and 2802, California Code of Civil Procedure section 1021.5, and Business and Professions Code section 17200, et seq.. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by PAGA Group Members. Upon the date the settlement is funded, the State of California and PAGA Group Members release the Released Parties from all claims that were exhausted or could have been exhausted based on the facts alleged in Plaintiff's notice(s) sent to the LWDA and/or alleged in the operative complaint for PAGA violations based on violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, and 2802, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

5.4 No Unalleged Claims. Plaintiff and Class Counsel represent that, as of the date of execution of this Settlement, they are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the Action. Plaintiff and Class Counsel further represent that, other than the claims alleged in the Action, they have no plans to assert any other claims against Defendant in any judicial, administrative, or arbitral forum. Plaintiff and Class Counsel further represent that they do not represent and are not seeking to represent any persons other than Plaintiff who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered

into were it not for this representation. Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.

VI. MOTION FOR PRELIMINARY APPROVAL

Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient, if necessary. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient; (vi) a redlined version of the parties’ Agreement showing all modifications made to

the Model Agreement ready for filing with the Court. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement and the acceptance of the First Amended Complaint; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

VII. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

7.4.3. Not later than five (“5”) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members and PAGA Group Members whose Class Notice is returned by the USPS a second time.

7.5. Requests for Exclusion (Opt-Outs).

1 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
2 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
3 Exclusion not later than forty-five (“45”) days after the Administrator mails the Class Notice
4 (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request
5 for Exclusion is a letter from a Class Member or his/her representative that reasonably
6 communicates the Class Member’s election to be excluded from the Settlement and includes
7 the Class Member’s name, address and email address or telephone number. To be valid, a
8 Request for Exclusion must be timely faxed, emailed, or postmarked by the Response
9 Deadline.

10 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because
11 it fails to contain all the information specified in the Class Notice. The Administrator shall
12 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
13 identity of the person as a Class Member and the Class Member’s desire to be excluded. The
14 Administrator’s determination shall be final and not appealable or otherwise susceptible to
15 challenge. If the Administrator has reason to question the authenticity of a Request for
16 Exclusion, the Administrator may demand additional proof of the Class Member’s identity.
17 The Administrator’s determination of authenticity shall be final and not appealable or
18 otherwise susceptible to challenge.

19 7.5.3. Every Class Member who does not submit a timely and valid Request for
20 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
21 benefits and bound by all terms and conditions of the Settlement, including the Participating
22 Class Members’ Releases under Paragraph 5.2 of this Agreement, regardless whether the
23 Participating Class Member actually receives the Class Notice or objects to the Settlement.

24 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
25 a Non-Participating Class Member and shall not receive an Individual Class Payment or have
26 the right to object to the class action components of the Settlement.

1 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five
2 (45) days after the Administrator mails the Class Notice (plus an additional 14 days for Class
3 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated
4 to the Class Member in the Class Notice. The Class Member may challenge the allocation by
5 communicating with the Administrator via fax, email or mail. The Administrator must encourage the
6 challenging Class Member to submit supporting documentation. In the absence of any contrary
7 documentation, the Administrator is entitled to presume that the Workweeks contained in the Class
8 Notice are correct so long as they are consistent with the Class Data. The Administrator's
9 determination of each Class Member's allocation of Workweeks shall be final and not appealable or
10 otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges
11 to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's
12 determination the challenges.

13 7.7. Objections to Settlement.

14 7.7.1. Only Participating Class Members may object to the class action components
15 of the Settlement and/or this Agreement, including contesting the fairness of the Settlement,
16 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
17 Expenses Payment and/or Class Representative Service Payment.

18 7.7.2. Participating Class Members may send written objections to the
19 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may
20 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the
21 Final Approval Hearing. A Participating Class Member who elects to send a written objection
22 to the Administrator must do so not later than forty-five (45) days after the Administrator's
23 mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose
24 Class Notice was re-mailed).

25 7.7.3. Non-Participating Class Members have no right to object to any of the class
26 action components of the Settlement.

1 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
2 be performed or observed by the Administrator contained in this Agreement or otherwise.

3 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will
4 establish and maintain and use an internet website to post information of interest to Class
5 Members including the date, time and location for the Final Approval Hearing and copies of
6 the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the
7 Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
8 Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the
9 Final Approval and the Judgment. The Administrator will also maintain and monitor an email
10 address and a toll-free telephone number to receive Class Member calls, faxes and emails.

11 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
12 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
13 than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
14 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
15 names and other identifying information of Class Members who have timely submitted valid
16 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information
17 of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all
18 Requests for Exclusion from Settlement submitted (whether valid or invalid).

19 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
20 reports to Class Counsel and Defense Counsel that, among other things, tally the number of:
21 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
22 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
23 received and/or resolved, and checks mailed for Individual Class Payments (“Weekly
24 Report”). The Weekly Reports must include provide the Administrator’s assessment of the
25 validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
26 objections received.

27 7.8.4. Workweek Challenges. The Administrator has the authority to address and
28

1 make final decisions consistent with the terms of this Agreement on all Class Member
2 challenges over the calculation of Workweeks. The Administrator's decision shall be final
3 and not appealable or otherwise susceptible to challenge.

4 7.8.5. Administrator's Declaration. Not later than 10 days before the date by which
5 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
6 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
7 Court attesting to its due diligence and compliance with all of its obligations under this
8 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
9 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
10 the total number of Requests for Exclusion from Settlement it received (both valid or invalid),
11 the number of written objections and attach the Exclusion List. The Administrator will
12 supplement its declaration as needed or requested by the Parties and/or the Court. Class
13 Counsel is responsible for filing the Administrator's declaration(s) in Court.

14 7.8.6. Final Report by Settlement Administrator. Within 10 days after the
15 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will
16 provide Class Counsel and Defense Counsel with a final report detailing its disbursements by
17 employee identification number only of all payments made under this Agreement. At least 15
18 days before any deadline set by the Court, the Administrator will prepare, and submit to Class
19 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its
20 disbursement of all payments required under this Agreement. Class Counsel is responsible
21 for filing the Administrator's declaration in Court..

22 **VIII. CLASS SIZE ESTIMATES**

23 8. Based on its records, Defendant estimates that, as of the date of this Settlement
24 Agreement, there are fifty-five (55) Class Members and 6284 Total Workweeks during the Class
25 period.

26 **IX. MOTION FOR FINAL APPROVAL**

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of the Motion for Final Approval to Defense Counsel at least five (5) business days before filing the documents.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Settlement Amount, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. The Parties agree to waive all appeals from the Court’s final approval of the Settlement Agreement, unless the Court modifies the Settlement Agreement.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by

Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

X. AMENDED JUDGMENT

10. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

XI. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit

another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. By way of this settlement, Plaintiff directs her counsel not to issue any press releases or press statements regarding the Settlement, identify Defendants or Defense Counsel by name in any media including Plaintiff's Counsels' website, or have any communications with the press or media about the Action or the Settlement. This provision does not prevent Plaintiff's counsel from disclosing publicly-available information about the case in their declarations describing their qualifications as counsel in other cases.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the

Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

1 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the state of California, without regard
3 to conflict of law principles.

4 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
5 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
6 was the drafter or participated in the drafting.

7 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
8 entered during Action and in this Agreement relating to the confidentiality of information shall
9 survive the execution of this Agreement.

10 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
11 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
12 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
13 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be
14 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
15 than 90 days after the date when the Court discharges the Administrator's obligation to provide a
16 Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and
17 electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of
18 the Administrator's obligation, Defendant makes a written request to Class Counsel for the return,
19 rather than the destructions, of Class Data.

20 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
21 inserted for convenience of reference only and does not constitute a part of this Agreement.

22 11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
23 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
24 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

25 11.17. Notice. All notices, demands or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly given as of the third
27

business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

AEGIS LAW FIRM, PC
 Samuel A. Wong
 Kashif Haque
 Jessica L. Campbell
 Joseph M. Szilagyi
 9811 Irvine Center Drive, Suite 100
 Irvine, California 92618
 Telephone: (949) 379-6250
 Facsimile: (949) 379-6251

To Defendant:

FISHER & PHILLIPS LLP
 Tyler T. Rasmussen
 Caroline S. Scala
 2050 Main Street, Suite 1000
 Irvine, California 92614
 T: (949) 851-2424
 F: (949) 851-0152

11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.20. Notice of Settlement to LWDA. Class Counsel shall provide notice of this Settlement Agreement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(1)(2).

11.21. This Settlement Is Fair, Adequate and Reasonable. The Parties believe that this Settlement is a fair, adequate and reasonable Settlement of this Action and have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential. The Parties further agree that this 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 Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: 9/21/23 _____

DENISE M. OVERBURY

By:  _____
Denise M. Overbury

Dated: _____

ZUMAR INDUSTRIES, INC.

By: _____
(Signature)

(Printed Name)

(Title)

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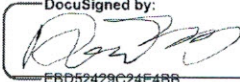
11.21. This Settlement Is Fair, Adequate and Reasonable. The Parties believe that this Settlement is a fair, adequate and reasonable Settlement of this Action and have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential. The Parties further agree that this 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 Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

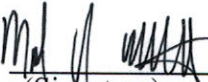
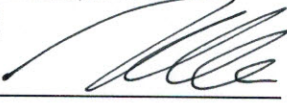
Dated: 9/21/23

DENISE M. OVERBURY

By: 
DocuSigned by:
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 Denise M. Overbury

Dated: 9/24/23

ZUMAR INDUSTRIES, INC.

By:  / 
 (Signature)
MARK J GISEL / Peter B. Lemcke
 (Printed Name)
President, Fin. ops. / President, sales + marketing
 (Title)

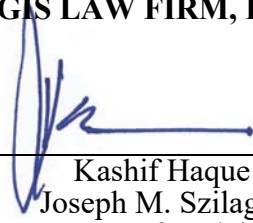
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1 Approved as to form:

2
3 Dated: 9/25/2023

AEGIS LAW FIRM, PC

4
5 By: _____


Kashif Haque
Joseph M. Szilagyi
Attorneys for Plaintiff

6
7
8
9 Dated: 9/28/2023

FISHER & PHILLIPS LLP

10
11
12 By: _____


Tyler Rasmussen
Caroline S. Scala
Attorneys for Defendant
ZUMAR INDUSTRIES, INC.