

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Kristina Bui Carlson, Esq. [CSB No. 294924]
kristina@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel.: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on a representative basis and on behalf of the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ANTHONY VARGAS, individually, and
KENNETH SLINGLUFF, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

ELEMENTIS SPECIALTIES, INC., a
Delaware Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB2224689
*[Assigned to the Hon. Jessica Morgan, Dept.
S26, for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:
Date: July 11, 2024
Time: 8:30 a.m.
Dept.: 26

Complaint Filed: November 3, 2022

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiffs' Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

///

1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 22 years in practice. Over the last 15 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 300 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in over half of those actions to date, and anticipate receiving
12 final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). My team and I once held the record for the largest known PAGA-only
17 case in California’s history - a \$12.5 million-dollar court approved settlement, which followed
18 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
19 50 company (*Garcia v. Macy’s*, San Bernardino Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
21 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
22 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
23 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
24 Both cases were appealed.

25 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
26 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
27 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
28 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of 52 current or former non-exempt employees who worked for Defendant within California at any time during the Class Period of November 3, 2018 through December 25, 2023.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$120,945.42, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 290,000.00
Attorneys' Fees (1/3)	\$ 96,666.67
Litigation Costs	\$ 16,937.91
Administrator Costs	\$ 5,450.00
PAGA Penalties	\$ 30,000.00
Class Representative Service Awards	\$ 20,000.00
<i>Net Settlement Amount</i>	\$ 120,945.42

9. The process of mailing the Notice Packets was very successful, as all but 3 Class Notices were determined to be deliverable, resulting in a 94% success rate in mailing the notices.

10. The response from the Class Members was overwhelmingly positive, as no Class Member has objected to or opted out of the settlement.

11. As discussed at length in Plaintiffs' motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 100% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

13. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible appeals. As set forth in Plaintiffs' motion for preliminary approval and the declarations submitted in support thereof, Defendant vigorously contested Plaintiffs' claims, and Plaintiffs

1 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
2 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
3 that it is desirable that the action be fully and finally settled in the manner and upon the terms
4 and conditions set forth in the Settlement Agreement in order to limit further expense,
5 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
6 the operation of Defendant's business without further expensive litigation and the distraction and
7 diversion of its personnel with respect to matters at issue. All parties took into account the
8 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
9 parties determined that it is desirable and beneficial to both the Class and Defendant that this
10 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
11 recoveries contemplated by the Settlement represent a good result for the Class, fairly
12 proportioned to the likely risk-adjusted recovery in litigation.

13 **ADEQUACY OF COUNSEL AND**
14 **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

15 14. As set forth above, I have handled over 300 class and representative actions, have
16 been appointed as class counsel and have successfully resolved over half of those cases, and
17 many others remain pending and will successfully resolve in the future while recovering
18 hundreds of millions of dollars for my clients and Class Members. This is substantially better
19 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
20 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
21 found that only one-third of class actions are successful, compared to two-thirds that are defeated
22 and result in no payment to the class members.¹

23 15. When this case was taken on a contingency fee basis, with my office agreeing to
24 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
25 course of this litigation, my office paid all costs including filing fees, court costs, research fees,
26 and mediation costs. There was never a guarantee that we would recoup those expenditures.

27
28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 16. It has been my experience that the benchmark for attorney fee awards in
2 California state cases is one-third of a common settlement fund, which the CA Supreme Court
3 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
4 Counsel is seeking a fee of one-third of the Settlement Amount.

5 17. There are several additional factors why I believe that the Court should award
6 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
7 resulted in a common fund settlement amount of \$290,000, whereby some Class Members will
8 receive as much as **\$4,456.06**. This is an *excellent result* in light of the disputed nature of the
9 claims alleged. This result was achieved by the work and success of my office, who negotiated
10 the settlement after extensive litigation, discovery, preparation, investigation, mediation, and
11 substantial work thereafter.

12 18. Second, Plaintiffs faced significant risks going forward with the litigation. As
13 discussed in the motion for preliminary approval, Defendant raised various defenses throughout
14 this litigation, any one of which, if successful, could have decimated Plaintiffs' case. And
15 Defendant vowed to raise all these defenses at trial. Plus, Defendant obtained release agreements
16 on behalf of a majority of Class Members through a Pick-Up Stix Campaign. Accordingly,
17 Plaintiffs faced risky issues going forward with this litigation, and it would have taken several
18 more years to realize any recovery in this action along with the possibility of post-trial appeals.

19 19. Third, Class Counsel are experienced class action litigators. This experience and
20 expertise, combined with the high quality of work performed in this case, resulted in the
21 settlement achieved in this case.

22 20. Fourth, Class Counsel have been representing Plaintiffs in this matter strictly on a
23 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a
24 substantial amount of time, money, and resources, and have done so since the inception of this
25 case without any payment or compensation. If Plaintiffs had lost this case, we would have
26 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for
27 my office, which is a small firm. If, despite these hardships and risks, the best my office could
28 hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for

1 the hardships and serious risks we faced litigating this contingency case, and would not be
2 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are
3 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar,
4 often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-
5 preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above,
6 only one-third of class actions are successful, compared to two-thirds that are defeated and result
7 in no payment to the class members.

8 21. Fifth, the request for attorney's fees in the amount of one-third of the common
9 fund falls well within the norms accepted by state and federal courts in California in comparable
10 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
11 recovery under the common fund doctrine was recently approved by the California Supreme
12 Court in *Laffitte, supra*, 1 Cal.5th 480, 503.

13 22. For all of the above reasons, a common fund fee award here in the amount of one-
14 third of the common fund created by Plaintiffs and Class Counsel is fair and reasonable.

15 23. At my office, this case was primarily handled by my associate attorney, Kristina
16 Carlson, while I performed the role of the supervising attorney. As set forth in her declaration,
17 Ms. Carlson works exclusively with me on employment law matters. She has been in practice
18 for 10 years and bills at the hourly rate of \$600/hour. I have been in practice for 23 years, with
19 most of those years handling complex litigation and for over the last 15 years, my practice has
20 almost entirely consisted of handling class action wage and hour matters. My billing rate is
21 \$775/hour. I believe these rates are consistent with Plaintiffs and Defense attorneys who handle
22 complex class action litigation, if not somewhat lower.

23 24. The hourly rates above are comparable to those of other attorneys with equal or
24 similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
25 indicates that the benchmark rate for an 8–10-year attorney to be \$676/hour and a 11-19 year
26 attorney at \$764/hour, and a 20+ year attorney at \$919/hour). Moreover, the Wolters Kluwer
27 Real Rate Report ("Real Rate Report"), provides directly applicable information in this regard.
28 The Real Rate Report is based on an enormous and statistically significant compilation of data.

For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. In 2018, for the southern California area, which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms.

25. The table below includes a summary of the hours worked by my office, plus an estimated 30 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the Settlement Administrator and defense counsel to finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked on this case is approximately \$160,665, resulting in a negative multiplier, which is summarized in the following table based on the declarations of counsel:

Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner)	Trial Counsel	23	\$775	77²	\$59,675
Kristina Carlson	Handling Attorney	10	\$600	168.3	\$100,980
Grand Total					\$160,665

26. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

² Includes an estimated 30 hours that will be expended in finalizing the motion, attending the hearing, working with the parties and administrator regarding the notice and payment process, and filing any post judgment paperwork.

1 27. In the course of prosecuting this action, Class counsel have incurred expenses that
2 were incidental and necessary to the effective representation of the Class. These expenses
3 included but were not limited to: court filings, messenger services, postage, fax transmission
4 expenses, transportation, mediator fees, and other incidental expenses directly related to this
5 action. The Settlement Agreement provided up to \$20,000 in costs. Through final approval, my
6 office incurred \$16,937.91 in litigation costs (see Exhibit “B” attached hereto). The saving will
7 be placed in the Net Settlement Amount for payment to the Class Members. Defendant does not
8 oppose this request for costs.

9 **REASONABLENESS OF REQUESTED SERVICE AWARD**

10 28. I also believe that the service award of \$10,000 each to Plaintiffs is fair and
11 warranted for the reasons outlined in her declarations and in the motion. They came forward and
12 worked directly with my offices in analyzing the claims and documents, providing valuable
13 information. (See their declarations for supporting information.) Indeed, their participation was
14 an essential element of Defendant’s desire to mediate and of the pre and post mediation analysis
15 that allowed Class Counsel to settle the case. In addition to foregoing separate individual claims,
16 they also took on various risks, including the risk that they could have been ordered to pay
17 Defendant’s costs if they lost and the risk of retaliation and being black-balled in the industry.
18 They also provided a full release of all claims. Defendant does not oppose the requested service
19 award.

20 **SUBMISSION TO THE LWDA**

21 29. The Motion and declarations, including the Settlement Agreement, have
22 concurrently been submitted to the LWDA. (See Exhibit “C”).

23 **EXHIBITS AND CONCLUSION**

24 30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
25 “A.”

26 31. Attached hereto as Exhibit “B” is a true and correct copy of an itemized statement
27 of my firm’s litigation costs.
28

32. The LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as Exhibit "C."

33. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys fees, costs, and service award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 17, 2024, at Riverside, California.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “A”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Kristina Bui Carlson, Esq. [CSB No. 294924]
kristina@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

Ryan J. Krueger, Esq. [CSB No. 293994]
rkrueger@sheppardmullin.com
Dimiana Saad, Esq. [CSB No. 347094]
dsaad@sheppardmullin.com
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071
Tel: 213-620-1780 | Fax: 213-620-1398

Attorneys for Defendant, Elementis Specialties, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ANTHONY VARGAS and KENNETH
SLINGLUFF, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

ELEMENTIS SPECIALTIES, INC., a
Delaware Corporation, and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB2224689
*[Assigned to Hon. Jessica Morgan, Dept S26,
for all purposes]*

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS**

This Class Action Settlement Agreement and Release of Claims is entered into by and between Plaintiffs Anthony Vargas and Kenneth Slingluff, individually and on behalf of all others similarly situated, and on behalf of the State of California, and Defendant Elementis Specialties, Inc., and is approved by their respective counsel of record, subject to the terms and

conditions hereof and the Court's approval.

A. Definitions

1. "Action" or "Lawsuit" means and refers to the case entitled *Anthony Vargas et al. v. Elementis Specialties, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2224689, which was commenced on November 3, 2022.

2. "Administrator" means and refers to ILYM Group, the third-party class action settlement administrator agreed to by the Parties, and approved by the Court, that will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

3. "Administration Costs" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

4. "Aggrieved Employee(s)" means all current and former nonexempt employees employed by Defendant Elementis Specialties, Inc., in California at any time during the PAGA Period.

5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class Action and PAGA Settlement Agreement and Release of Claims.

6. "Class" means all current and former nonexempt employees employed by Defendant Elementis Specialties, Inc., in California at any time during the Class Period.

7. "Class Member(s)" refers to individual members of the Class.

8. "Class Counsel" refers to Brian Mankin and Kristina Carlson of Lauby, Mankin & Lauby LLP.

9. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

10. "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 and PAGA Pay Periods.

11. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

12. “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.

13. “Class Notice” means the Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English with a Spanish translation, attached as Exhibit A and incorporated by reference into this Agreement.

14. “Class Period” is the period from November 3, 2018, through December 25, 2023.

15. “Class Representatives” or “Plaintiffs” means and refers to Plaintiffs Anthony Vargas and Kenneth Slingluff.

16. “Complaint” refers to the operative second amended class and PAGA representative action complaint.

17. “Court” (or “Judge”) means the California Superior Court, County of San Bernardino.

18. “Defendant” refers to Defendant Elementis Specialties, Inc.

19. “Defendant’s Counsel” or “Defense Counsel” means and refers to Sheppard, Mullin, Richter & Hampton LLP.

20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1 21. “Employee Paid Taxes” means taxes paid by an individual employee, including
2 but not limited to Federal Insurance Contributions Act, federal income tax, state disability
3 insurance, and state income tax payments.

4 22. “Employer Paid Taxes” means taxes paid by the employer, including Federal
5 Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance,
6 and Employee Training Tax payments.

7 23. “Escalator Clause:” Based on Defendant’s records, as of October 25, 2023,
8 Defendant represents there were approximately 52 Class Members who collectively worked
9 approximately 7,035 Work Weeks in California during the Class Period. If the actual number of
10 Work Weeks worked by Class Members through the date October 25, 2023 as calculated by the
11 Administrator is ten percent (10%) greater than 7,035, then, Plaintiffs have the option to nullify
12 this Agreement. Plaintiffs shall provide ten (10) business days’ notice of such intent to nullify
13 prior to taking any action with the court. During this 10 day nullification notice period,
14 Defendant at its exclusive discretion may agree to increase the Gross Settlement Amount
15 proportionately for any excess increase in the total number Work Weeks worked by Class
16 Members through the date October 25, 2023. For example, if the total number of Work Weeks
17 worked by Class Members through the date October 25, 2023 increases by 13%, the Gross
18 Settlement Amount will increase by 3% (actual increase minus the 10% tolerated increase). In
19 the alternative, Defendant shall have the exclusive option to modify the applicable Class Period
20 to a date prior to December 25, 2023 (but no earlier than October 25, 2023 – the date of
21 mediation) to avoid incurring the pro rata increase.

22 24. “Final Approval” refers to the order of the Court granting final approval of this
23 Settlement Agreement and entering a judgment approving this Agreement on substantially the
24 terms provided herein or as may be modified by subsequent agreement of the Parties.

25 25. “Gross Settlement Amount” is \$290,000.00, which is the total gross amount
26 Defendant agrees to pay under the Settlement except for the Employer Paid Taxes and as
27 provided in Paragraph 23. The Gross Settlement Amount will be used to pay Individual Class
28 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees

1 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments,
2 the Administrator Expenses Payment, all interest payments, and all applicable Employee Paid
3 Taxes.

4 26. “Individual Class Payment” means the Participating Class Member’s pro rata
5 share of the Net Settlement Amount calculated according to the number of Work Weeks worked
6 during the Class Period.

7 27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
8 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
9 during the PAGA Period.

10 28. “Judgment” means the judgment entered by the Court based upon the Final
11 Approval.

12 29. “LWDA” means the California Labor and Workforce Development Agency.

13 30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
14 LWDA under Labor Code section 2699, subd. (i).

15 31. “Net Settlement Amount” means the Gross Settlement Amount, less the following
16 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
17 Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
18 Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to
19 Participating Class Members as Individual Class Payments, including all Employee Paid Taxes.

20 32. “Non-Participating Class Member” means any Class Member who opts out of the
21 Settlement by sending the Administrator a valid and timely Request for Exclusion.

22 33. “Notice” means the notice of proposed class settlement that will be sent to the
23 Class Members and which will advise each Class Member of the settlement and his or her
24 estimated Individual Class Payment and Individual PAGA Payment and will further advise of the
25 setting of a Final Approval Hearing. The Notices shall be mailed in English and Spanish.

26 34. “Objecting Class Member” means a Class Member, other than Plaintiffs, who
27 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 68(c)
28 below.

1 35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

2 36. “PAGA Notice” means Plaintiff Anthony Vargas’ November 3, 2022 letter to
3 Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

4 37. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid
5 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500.00) and
6 the 75% to LWDA (\$22,500.00) in settlement of PAGA claims.

7 38. “PAGA Period” is the period from November 3, 2021, through December 25,
8 2023.

9 39.

10 40. “Participating Class Member” means any and all Class Members who do not opt-
11 out by submitting timely valid Requests for Exclusion.

12 41. “Parties” or “Settling Parties” mean Plaintiffs and Defendant, collectively.

13 42. “Preliminary Approval Date” means the date the Court approves the Settlement
14 Agreement and enters the Preliminary Approval Order.

15 43. “Preliminary Approval Order” means the judicial Order to be entered by the
16 Court, upon the application or motion of the Plaintiffs, preliminarily approving this Settlement
17 and providing for the issuance of the Notice to the Class, an opportunity to opt out of the
18 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
19 approval hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees
20 and costs.

21 44. “QSF” means the Qualified Settlement Fund set up by the Administrator for the
22 benefit of the Participating Class Members and Aggrieved Employees, and from which the
23 settlement payments shall be made.

24 45. “Released Class Claims” or “Class Claims” by the Participating Class Members
25 upon Final Approval of the Settlement will include all claims that were alleged, or reasonably
26 could have been alleged, based on the facts stated in the Complaint, including failure to pay
27 minimum wages, straight time compensation, overtime compensation, double-time
28 compensation, and interest thereon; failure to timely pay regular and final wages; the calculation

of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; unfair business practices; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California Labor Code including sections 200, 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221-223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2699, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. This release excludes the release of claims not permitted by law. Upon entry of Judgment, Participating Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Wage And Hour Class Claims, which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). The 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. The Class Members' Released Class Claims shall be limited to the Class Period.

46. "Released PAGA Claims" or "PAGA Claims" means any and all PAGA claims that Plaintiffs alleged against the Released Parties, on behalf of the Aggrieved Employees and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the LWDA and the State of California, including all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and the PAGA Notice, including claims for unpaid wages, including failure to pay

1 minimum wages, straight time compensation, overtime compensation, double-time
2 compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g.,
3 missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal
4 periods; failure to authorize and permit rest periods; the calculation and payment of meal period
5 and rest period premiums; payment for all hours worked, including off-the-clock work and
6 rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or
7 withholdings from wages; failure to timely pay wages; and failure to timely pay final wages.
8 The Released PAGA Claims include claims for violation of the Wage Orders of the California
9 Industrial Welfare Commission and the following California Labor Code sections: 200, 201, 202,
10 203, 204, 206, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, 1194.2,
11 1197, 1197.1, 1198, 1199, 2802, as well as 2698 et seq., and 2699 et seq. in relation to the claims
12 alleged in the Complaint and PAGA Notice. Aggrieved Employees' Released PAGA Claims are
13 limited to the PAGA Period.

14 47. "Released Parties" means Defendant and each of its past, present and future
15 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
16 stockholders, members, attorneys, parents, subsidiaries, equity sponsors, related
17 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors,
18 insurers, consultants, joint venturers, joint employers, temporary staffing agencies, affiliates,
19 alter-egos, vendors, and affiliated organizations, and all of its respective past, present and future
20 employees, directors, officers, agents, representatives, payroll agencies, attorneys, stockholders,
21 fiduciaries, parents, subsidiaries, and assigns.

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

24 49. "Response Deadline" means 30 days after the Administrator mails the Class
25 Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class
26 Members may mail Requests for Exclusion from the Settlement, or mail his or her Objection to
27 the Settlement. Class Members to whom the Class Notice is resent after having been returned
28 undeliverable to the Administrator shall have the Response Deadline extended by an additional

1 14 calendar days.

2 50. “Service Payment” or “Service Award” means, in exchange for the execution of a
3 stand-alone general release of all claims, the payments to each Class Representative for initiating
4 the Action and providing services in support of the Action, in addition to their Individual Class
5 Payment as a Participating Class Member and Individual PAGA Payment as an Aggrieved
6 Employee.

7 51. “Work Weeks” or “Weeks Worked” means any week during which a Class
8 Member or Aggrieved Employee worked for Defendant for at least one day during the Class
9 Period or PAGA Period.

10 **B. General Terms**

11 52. On November 3, 2022, Plaintiff Anthony Vargas filed a putative class and
12 representative PAGA action in the San Bernardino County Superior Court. On the same day,
13 Plaintiff Vargas submitted a letter to the LWDA setting for the alleged violations under PAGA.
14 The LWDA declined to assert jurisdiction over the PAGA Claims, so on March 20, 2023,
15 Plaintiff Vargas filed the operative first amended complaint that added representative PAGA
16 Claims. The first amended complaint alleges the following claims: (a) failure to pay minimum
17 wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to
18 provide rest breaks, (e) failure to timely pay final wages, (f) failure to provide accurate itemized
19 wage statements; (g) unfair and unlawful competition, and (h) related PAGA claims. On January
20 12, 2024, the Parties filed a stipulation to the filing of the second amended complaint to add
21 Kenneth Slingluff as a named plaintiff.

22 53. Defendant denies Plaintiffs’ claims and allegations and contends that the Action is
23 not suitable for class certification.

24 54. The Class Representatives believe they can proceed with the representative and
25 class claims, that the Action is meritorious, and that class certification is appropriate.

26 55. The Parties have conducted a thorough investigation into the facts of the Action.
27 This includes conducting an extensive exchange of informal discovery, including Defendant’s
28 written policies and practices and confirmation regarding the payroll and timekeeping practices

1 for Class Members. Class Counsel is both knowledgeable about and has done extensive research
2 with respect to the applicable law and potential defenses to the claims of the Class. Class
3 Counsel has diligently pursued an investigation of the Class Members' claims against Defendant.
4 Based on the foregoing data and on their own independent investigation and evaluation, Class
5 Counsel is of the opinion that the settlement with Defendant for the consideration and on the
6 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
7 interest of the Class Members in light of all known facts and circumstances, including the risk of
8 significant delay and uncertainty associated with litigation, various defenses asserted by
9 Defendant, and numerous potential appellate issues.

10 56. On October 25, 2023, Plaintiffs and Defendant participated in a full-day
11 mediation with Glenn Lerman, a well-respected wage-and-hour mediator. At the conclusion of
12 mediation, Mr. Lerman issued a mediator's proposal, which the Parties accepted and reached the
13 Settlement detailed herein. Further, the Parties agreed to add Kenneth Slingluff as a named
14 Plaintiff and Class Representative in a proposed second amended complaint.

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

19 58. Stipulation for Class Certification. For settlement purposes only, Defendant will
20 stipulate that the Class Members described herein who do not Request Exclusion from the Class
21 may be conditionally certified as a Class. This stipulation to certification is in no way an
22 admission that class action certification is proper and shall not be admissible in this or in any
23 other action except for the sole purposes of enforcing this Agreement. Should, for whatever
24 reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part
25 of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
26 be admissible in connection with, the issue of whether certification would be appropriate in a
27 non-settlement context. Defendant expressly reserves its rights and declares that it would
28 continue to oppose class certification and the substantive merits of the case should the Court fail

1 to issue Final Approval. Plaintiffs expressly reserve their rights and declare that they will
2 continue to pursue class certification and a trial should the Court fail to issue Final Approval.

3 **C. Terms of Settlement**

4 59. The financial terms of the Settlement are as follows:

5 (a) Gross Settlement Amount: The Parties agree to settle this Action for the
6 Gross Settlement Amount, subject to the Escalator Clause and Defendant's obligation to
7 separately pay Employer Paid Taxes, which is the maximum amount that will be paid by
8 Defendant and includes Individual Class Payments, the Class Counsel Fees Payment, the Class
9 Counsel Litigation Expenses Payment, the Service Payment to the Class Representatives,
10 Administration Costs, and PAGA Penalties.

11 (b) The Individual Class Payment for each Class Member will be calculated
12 by the Administrator using the Class Data provided by Defendant as follows. Compensable
13 workweeks will be all Weeks Worked by the Class Members during the Class Period. The
14 dollars per compensable work week will be calculated by dividing the total Weeks Worked by
15 Class Members into the Net Settlement Amount to determine a per work week value
16 ("Workweek Value"). The Workweek Value will be multiplied by the number of Weeks
17 Worked by a Participating Class Member during the Class Period to determine the distribution
18 for a Participating Class Member. If there are any timely submitted Requests for Exclusion, the
19 Administrator shall proportionately increase the Individual Class Payments for each Participating
20 Class Member so that the amount actually distributed to Participating Class Members equals
21 100% of the Net Settlement Amount.

22 (c) Allocation of Individual Class Payments: The Individual Class Payments
23 to Participating Class Members will be allocated as follows: one-third (33.33%) will be allocated
24 as wages subject to withholding of all applicable local, state and federal taxes; and two-thirds
25 (66.67%) will be allocated for interest and statutory penalties from which no taxes will be
26 withheld. The Administrator will issue to each Participating Class Member an Internal Revenue
27 Service Form W-2 and comparable state forms with respect to the wage allocation and a Form
28 1099 with respect to the penalties and interest allocations. Participating Class Members assume

1 full responsibility and liability for any Employee Paid Taxes owed on their Individual Class
2 Payment.

3 (d) Service Payment to Class Representatives: The amount, if any, awarded
4 to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to
5 exceed \$10,000 each to Anthony Vargas and Kenneth Slingluff, in exchange for the service that
6 they performed on behalf of the Class. Defendant agrees not to oppose this request. The Service
7 Payment to Plaintiffs will be paid out of the Gross Settlement Amount. The Class
8 Representatives will be issued an IRS Form 1099 in connection with this payment. Plaintiffs
9 shall be solely and legally responsible to pay all applicable taxes on this payment. The Parties
10 agree that any amount awarded as the Service Payment to Plaintiffs less than the requested
11 amount shall not be a basis for Class Counsel to void this Settlement Agreement. Should the
12 Court approve a lesser amount for the Service Payment, the difference shall be added to the Net
13 Settlement Amount to be distributed to the Participating Class Members. The Service Payment
14 to Class Representatives is conditioned on the Plaintiffs' Release, which is a general release of
15 all claims, as set forth below.

16 (e) Class Counsel Fees Payment and Expenses Payment: Defendant agrees to
17 not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third of
18 the Gross Settlement Amount, plus reasonable litigation costs not to exceed \$20,000. The Class
19 Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be paid from the
20 Gross Settlement Amount, and, except for these payments, Defendant shall have no further
21 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court
22 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to
23 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court
24 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
25 Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class
26 Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and expenses awarded by the
27 Court. Class Counsel assumes full responsibility and liability for taxes owed on the Class
28 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

1 (f) Administration Costs: The fees and other charges of the Administrator
2 will be paid from the Gross Settlement Amount, not to exceed \$5,450, unless (1) the Escalator
3 Clause is triggered (whereby any reasonable increase in Settlement Administration Costs shall be
4 paid from the increased Gross Settlement Amount, subject to Court approval), or (2) as otherwise
5 approved by all Parties and the Court. To the extent the Administration Costs are less or the
6 Court approves payment less than \$5,450, the Administrator will retain the remainder in the Net
7 Settlement Amount.

8 (g) PAGA Penalties: The Parties agree that \$30,000 is allocated to PAGA
9 Penalties, and is to be paid from the Gross Settlement Amount, subject to Court approval. Of
10 this amount, \$22,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under
11 PAGA and \$7,500 (25%) will form the Individual PAGA Payments to the Aggrieved
12 Employees, which shall be calculated and allocated pro-rata on a Work Week basis, which will
13 be treated entirely as civil penalties and shall be reported as required on an IRS Form 1099.
14 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
15 Individual PAGA Payment. Class Counsel shall give proper notice to the LWDA of the
16 Settlement.

17 (h) Tax Liability: Class Counsel, Defendant and Defendant's Counsel make
18 no representations as to the tax treatment or legal effect of settlement amounts called for
19 hereunder, and Plaintiffs and the Class Members are not relying on any statement or
20 representation by Class Counsel or Defendant in this regard. Plaintiffs, Participating Class
21 Members, and Aggrieved Employees understand and agree that they will be solely responsible
22 for the payment of any taxes and penalties assessed on their respective Individual Class
23 Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in
24 the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this
25 Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is
26 changed after the date of this Agreement, the processes set forth in this Section may be modified
27 in a manner to bring Defendant into compliance with any such changes. Plaintiffs, Participating
28 Class Members, and Aggrieved Employees understand and agree that they will be solely

1 responsible for the payment of any taxes and penalties assessed on their respective payments
2 described herein.

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

27 (j) “Non-Reversionary” Settlement. This is a “non-reversionary” settlement.
28 Under no circumstances will any portion of the Gross Settlement Amount revert to Defendant.

1 Participating Class Members and Aggrieved Employees will not have to make a claim in order to
2 receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of
3 Individual Class Payment or Individual PAGA Payments will be made directly to each
4 Participating Class Member and Aggrieved Employee. The Administrator shall be responsible
5 for accurately and timely reporting and remittance obligations with respect to unclaimed funds as
6 a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks
7 delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

8 (k) Class Counsel and Plaintiffs believe that the Settlement is fair and
9 reasonable and will so represent same to the Court.

10 **D. Release by the Participating Class Members**

11 60. Upon entry of the Final Approval Order and Defendant's funding of the Gross
12 Settlement Amount and the required Employer Paid Taxes, and except as to such rights or claims
13 as may be created by this Agreement, Plaintiffs and the Participating Class Members will forever
14 completely release and discharge the Released Parties from the Released Class Claims for the
15 Class Period.

16 61. Each Participating Class Member will be deemed to have made the foregoing
17 Release as if by manually signing it.

18 62. Class Representatives, on behalf of themselves and the Class, acknowledge and
19 agree that the claims for unpaid wages and untimely payment of wages in the Action are
20 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
21 them. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that
22 Labor Code § 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides
23 in pertinent part as follows: "An employer shall not require the execution of any release of any
24 claim or right on account of wages due, or to become due, or made as an advance on wages to be
25 earned, unless payment of those wages has been made."

26 **E. Release of PAGA Claims**

27 63. Upon entry of the Final Approval Order and Defendant's funding of the Gross
28 Settlement Amount and the required Employer Paid Taxes, Plaintiffs, the LWDA, the State of

1 California, and Aggrieved Employees shall completely release and discharge the Released
2 Parties from the Released PAGA Claims for the PAGA Period.

3 64. Regardless of submitting a valid Request for Exclusion, neither Plaintiffs nor any
4 Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from
5 releasing the Released PAGA Claims. Under *Robinson v. Southern Counties Oil Co.*, 53
6 Cal.App.5th 476 (2020), the Released PAGA Claims apply to all Aggrieved Employees,
7 regardless of whether they request exclusion from the class.

8 65. It is the intent of the Parties that the Final Approval Order shall have full
9 equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

10 **F. Release by Plaintiffs and Class Representatives**

11 66. As a condition of receiving any portion of the Class Representative Service
12 Payments, Plaintiffs and each of their respective former and present spouses, representatives,
13 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
14 the Released Parties from all known and unknown claims, transactions, or occurrences under
15 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of
16 law, including but not limited to claims arising from or related to their respective employments
17 with Defendant and their compensation while so employed (“Plaintiffs’ Release”). Plaintiffs’
18 Release includes all claims asserted in the Action and/or arising from or related to the facts and
19 claims alleged in the Action or the PAGA Notice, or that could have been raised in the Action or
20 the PAGA Notice based on the facts and claims alleged. Plaintiffs’ Release includes, but is not
21 limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum
22 wages, straight time compensation, overtime compensation, double-time compensation, and
23 interest; the calculation of the regular rate of pay; failure to pay wages at least twice each
24 calendar month; failure to timely pay wages; failure to timely pay final wages; non-compliant
25 (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide
26 meal periods; failure to authorize and permit rest periods; the calculation and payment of meal
27 period and rest period premiums; failure to reimburse business expenses; payment for all hours
28 worked, including off-the-clock work and rounded time; wage statements; deductions; failure to

1 keep accurate records; unlawful deductions and/or withholdings from wages; unfair business
2 practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and
3 payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys'
4 fees and costs. Plaintiffs' Release includes all claims arising under the California Labor Code
5 (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206,
6 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7,
7 226.8, 227.3, 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174,
8 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*,
9 2699 *et seq.*, 2802, and 2804); all claims arising under: the Wage Orders of the California
10 Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA);
11 California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to
12 include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of
13 Civil Procedure § 1021.5; the California common law of contract; the Fair Labor Standards Act,
14 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the
15 Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiffs'
16 Release also includes all claims for lost wages and benefits, emotional distress, retaliation,
17 punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for
18 discrimination, harassment, retaliation, and wrongful termination, such as, by way of example
19 only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans
20 with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the
21 California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This
22 release excludes the release of claims not permitted by law. Plaintiffs' Release does not extend
23 to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
24 unemployment benefits, disability benefits, social security benefits, workers' compensation
25 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs
26 acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts
27 or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs'
28 Release shall be and remain effective in all respects, notwithstanding such different or additional

1 facts or Plaintiffs' discovery of them. The specific terms of each respective Plaintiff's Release
2 will be detailed in stand-alone individual settlement agreements.

3 67. Plaintiffs' Waivers of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
5 and benefits, if any, of section 1542 of the California Civil Code, which reads:

6 A general release does not extend to claims that the creditor or releasing party does not
7 know or suspect to exist in his or her favor at the time of executing the release, and that if
8 known by him or her would have materially affected his or her settlement with the debtor
9 or released party.

10 **G. Interim Stay of Proceedings**

11 68. Pending completion of all of the prerequisites necessary to effectuate this
12 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
13 except such as is necessary to effectuate the Settlement.

14 **H. Notice Process**

15 69. Appointment of Administrator. The Parties have agreed to the appointment of the
16 Administrator to perform the duties of a settlement administrator, including mailing the Notice,
17 using standard devices to obtain forwarding addresses, independently reviewing and verifying
18 documentation associated with any claims or opt-out requests, resolving any disputes regarding
19 the calculation or application of the formula for determining the Individual Class Payment and
20 Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class
21 Members and Aggrieved Employees, issuing all necessary tax forms, preparing declarations and
22 reports for the Parties and the Court, and performing such other tasks as set forth herein or as the
23 Parties mutually agree or that the Court orders.

24 70. Disputes Regarding Administration. Any and all disputes relating to
25 administration of the Settlement by the Administrator (except for disputes regarding Class Data)
26 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
27 and conditions of this Agreement, until Plaintiffs and Defendant notify the Court that all
28 payments and obligations contemplated by this Agreement have been fully carried out. Prior to

1 presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the
2 dispute without the necessity of Court intervention. The Administrator shall also be responsible
3 for issuing to Plaintiffs, Participating Class Members, and Aggrieved Employees, and Class
4 Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this
5 Agreement.

6 71. Class Data. Within fourteen (14) days after entry of the Preliminary Approval
7 Order, Defendant shall provide the Class Data to the Administrator. The Administrator will run a
8 check of the Class Members' addresses against those on file with the U.S. Postal Service's
9 National Change of Address List. The Class Data provided to the Administrator will remain
10 confidential and will not be used or disclosed to anyone, except as required by applicable tax
11 authorities, pursuant to Defendant's express written consent, or by order of the Court. Although
12 Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class
13 Counsel from communicating with Class Members regarding the Action and Settlement.

14 72. Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator
15 shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary
16 calculation of all payments to be paid from the Gross Settlement Amount, including the
17 estimated Individual Class Payments to each Class Member and Individual PAGA Payments to
18 each Aggrieved Employee (a person's name shall be redacted and a control number used in place
19 of the name). In the event that the total Workweeks worked by all Class Members triggers the
20 Escalator Clause, the Settlement Administrator shall notify the Parties of the increased Gross
21 Settlement Amount, and related increased payments from the Gross Settlement Amount,
22 including increased Class Counsel Fees Payment and any increased Settlement Administration
23 Costs, all of which shall be subject to Court approval.

24 73. Notice. The Notice, as approved by the Court, shall be sent by the Administrator
25 to the Class Members, by first class mail, in English and Spanish, within ten (10) calendar days
26 following the Administrator's receipt of the Class Data. The Administrator shall use standard
27 devices, including a skip trace, to obtain forwarding addresses of Class Members if any
28 envelopes are returned.

1 74. Returned Notice Packets. The Administrator will take steps to ensure that the
2 Notice is received by all Class Members, including utilization of the National Change of Address
3 Database maintained by the United States Postal Service to review the accuracy of and, if
4 possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an
5 updated address is located within five (5) calendar days following both the Administrator
6 learning of the failed mailing and its receipt of the updated address. Class Members to whom the
7 Class Notice is resent after having been returned undeliverable to the Administrator shall have
8 the Response Deadline extended by an additional 14 calendar days.

9 75. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
10 if an envelope has not been returned to Administrator by the Response Deadline that the Class
11 Member received the Notice.

12 76. Disputes Regarding Class Data. Class Members are deemed to participate in the
13 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released
14 PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class
15 Payment and Individual PAGA Payment, as well as the number of weeks he/she worked during
16 the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked if they
17 feel they should be credited with more Weeks Worked in the Class Period and/or PAGA Period
18 in California than Defendant's records show by timely submitting evidence to the Administrator.
19 Defendant's records will be presumed determinative absent reliable evidence to rebut
20 Defendant's records, but the Administrator will evaluate the evidence submitted by the Class
21 Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to
22 meet and confer in good faith about the evidence to determine the Class Member's actual
23 number of Work Weeks, estimated Individual Class Payment, and Individual PAGA Payment. If
24 Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the
25 Court to render a final decision. Class Members and Aggrieved Employees will have until the
26 Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

27 77. Declaration of Due Diligence. The Administrator shall provide counsel for the
28 Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due

diligence and proof of mailing with regard to the mailing of the Notice.

78. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Class Claims portion of the Settlement. The Notice will inform the Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Class. Any Class Member, other than Plaintiffs, may request to be excluded from the Class by submitting a "Request for Exclusion" to the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE
ELEMENTIS SPECIALTIES LAWSUIT. I UNDERSTAND
THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS
PAYMENT FROM THIS LAWSUIT."

To be valid, any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Administrator at the specified address set forth in the Notice. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive the Individual Class Payment under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member who is an Aggrieved Employee who requests timely exclusion will still be subject to the Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA Payment. All Parties and their counsel, including Defendant's respective members, member

managers, owners, officers, and directors, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means.

(b) Binding Effect on Participating Class Members. All Participating Class Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement. Any Class Member, other than Plaintiffs, who does not submit a valid and timely Request for Exclusion may object to the terms of this Agreement. To object, a Class Member shall inform the Administrator, in writing by mail, of his or her objection which must be postmarked by the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). Such objection shall include the Objecting Class Member's full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Class Member is represented by counsel, the name and address of his or her counsel. The Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. An Objecting Class Member remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by an Objecting Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

1 (d) Failure to Object. Any Class Member who does not timely and properly
2 become a party of record by intervening or filing a motion to vacate the judgment waives any
3 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
4 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
5 under California Code of Civil Procedure section 473, and extraordinary writs.

6 (e) Responses to Objections. Counsel for the Parties may file a response to
7 any objections submitted by an Objecting Class Member at least five (5) court days before the
8 date of the Final Approval Hearing.

9 (f) The Administrator shall disclose jointly to Class Counsel and Defense
10 Counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and
11 upon the request of Class Counsel or Defense Counsel.

12 79. Funding of the Settlement Amount. Defendant shall deposit the Gross Settlement
13 Amount, plus Defendant's Employer Paid Taxes owed on Individual Class Payments, with the
14 Administrator within fifteen (15) days after the Effective Date.

15 80. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
16 Gross Settlement Amount by Defendant, the Administrator shall mail the Individual Class
17 Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved
18 Employees, the Class Counsel Fees Payment and Class Counsel Litigation Expense Payment to
19 Class Counsel, any Service Payments to the Class Representatives, the payment to the LWDA
20 for PAGA Penalties, and will pay itself the Administration Costs.

21 81. Deadline for Cashing Settlement Checks. Participating Class Members and
22 Aggrieved Employees shall have 180 calendar days after mailing by the Administrator to cash
23 their settlement checks. The release will be binding upon all Participating Class Members who
24 do not cash their checks within the 180-day period. In the event that any settlement check is
25 returned to the Administrator within 180 days of mailing, the Administrator will, within five (5)
26 business days of receipt of the returned settlement check, perform a skip trace to locate the
27 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is
28 located by these means, the Administrator will have ten (10) business days to re-issue the check.

Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member and/or Aggrieved Employee notifies the Administrator that he or she believes that a settlement check has been lost or stolen, the Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Administrator will issue a replacement check.

(a) If any Participating Class Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Administrator shall issue the unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

(b) If any Aggrieved Employee's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Administrator shall issue the unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

I. Duties of the Parties Prior to the Court's Approval

82. Promptly after execution of this Agreement, Plaintiffs will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

- (a) Approving as to form and content the proposed Notice;
- (b) Directing the mailing of the Notice by first class mail to the Class Members;
- (c) Preliminarily approving this Settlement;
- (d) Preliminarily certifying the class for purposes of this Settlement;
- (e) Advising the LWDA of the proposed Settlement; and
- (f) Scheduling the Final Approval Hearing on the issue of whether this

Settlement should be finally approved as fair, reasonable and adequate.

J. Duties of the Parties Following Court's Final Approval

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

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

(b) Approving Class Counsel's application for an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Service Payment to the Class Representatives, and the payment to the Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement.

K. Voiding the Agreement

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

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

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

L. Other Terms

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

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

1 89. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
2 accomplish the terms of this Agreement, including but not limited to, execution of such
3 documents and to take such other action as may reasonably be necessary to implement the terms
4 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
5 contemplated by this Agreement and any other efforts that may become necessary by order of the
6 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
7 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
8 cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's
9 preliminary and final approval of the settlement, and the final entry of judgment.

10 90. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
11 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
12 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
13 cause of action or rights released and discharged by this Agreement.

14 91. No Admission. Defendant denies any and all liability to Plaintiffs and/or any
15 Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that
16 were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to
17 settle and compromise the matters at issue in the Complaint to avoid further substantial expense
18 and the inconvenience and distraction of protracted and burdensome litigation. Defendant has
19 taken into account the uncertainty and risks inherent in litigation, and without conceding any
20 infirmity in the defenses that they have asserted or could assert against Plaintiffs, has determined
21 that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and upon the
22 terms and conditions set forth in this Agreement.

23 92. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
24 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
25 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
26 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
27 Agreement with the intention of avoiding further disputes and litigation with the attendant
28 inconvenience and expenses. This Agreement is a settlement document, and it, along with all

1 related documents such as the notices, and motions for preliminary and final approval, shall,
2 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
3 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
4 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
5 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
6 approved, the stipulation will be of no force or effect.

7 93. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel,
8 Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary
9 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
10 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
11 terms of the Agreement directly or indirectly, specifically or generally, to any person,
12 corporation, association, government agency, or other entity except: (1) to the Parties' attorneys,
13 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2)
14 counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
15 authorities; (4) to the extent necessary to obtain a "not to exceed" bid and a declaration from the
16 Administrator; (5) in response to a court order or subpoena; or (6) in response to an inquiry or
17 subpoena issued by a state or federal government agency. Each Party agrees to immediately
18 notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such
19 information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to,
20 directly or indirectly, initiate any conversation or other communication, before the filing of the
21 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
22 giving rise to this Agreement except to respond only that "the matter was resolved," or words to
23 that effect. This paragraph does not restrict Class Counsel's communications with Class
24 Members in accordance with Class Counsel's ethical obligations owed to Class Members.

25 94. No Solicitation. The Parties separately agree that they and their respective
26 counsel and employees will not solicit any Class Member to opt out of or object to the
27 Settlement, or appeal from the Judgment. Class Counsel shall not at any time list or publicize
28 the action or settlement on its website or any advertising material. 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.

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

To the Class:

Brian J. Mankin
brian@lmlfirm.com
Lauby, Mankin & Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

To Defendant:

Ryan J. Krueger
rkrueger@sheppardmullin.com
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071
Tel: 213-620-1780 | Fax: 213-620-1398

96. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiffs and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

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

1 98. Modification. This Agreement may not be changed, altered, or modified, except
2 in writing and signed by the Parties hereto, and approved by the Court. This Settlement
3 Agreement may not be discharged except by performance in accordance with its terms or by a
4 writing signed by all of the Parties hereto.

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

12 100. Choice of Law. This Settlement Agreement shall be governed by and construed,
13 enforced and administered in accordance with the laws of the State of California, without regard
14 to its conflicts-of-law rules.

15 101. Integration Clause. This Settlement Agreement contains the entire agreement
16 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
17 or contemporaneous agreements, understandings, representations, and statements, whether oral
18 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
19 hereunder may be waived except in writing.

20 102. Binding On Assigns. This Agreement shall be binding upon and inure to the
21 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
22 successors and assigns.

23 103. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
24 because the members of the Class are numerous, it is impossible or impractical to have each
25 Class Member execute this Agreement. The Notice will advise all Class Members of the binding
26 nature of the release provided herein and such shall have the same force and effect as if this
27 Agreement were executed by each Class Member.
28

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

Dated: 2-2, 2024

PLAINTIFF AND CLASS REPRESENTATIVE:


Anthony vargas (Feb 2, 2024 12:39 PST)

Anthony Vargas

Dated: _____, 2024

PLAINTIFF AND CLASS REPRESENTATIVE:

Kenneth Slingluff

Dated: _____, 2024

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: _____, 2024

DEFENDANT ELEMENTIS SPECIALTIES, INC.

By: _____ (name)
_____ (title)

Dated: _____, 2024

COUNSEL FOR DEFENDANT
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Ryan J. Krueger, Esq.
Attorneys for Defendant

END OF DOCUMENT

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

Dated: _____, 2024

PLAINTIFF AND CLASS REPRESENTATIVE:

Anthony Vargas

Dated: Feb. 3, 2024

PLAINTIFF AND CLASS REPRESENTATIVE:

Kenneth slingluff
Kenneth slingluff (Feb 3, 2024 10:45 CST)

Kenneth Slingluff

Dated: Feb 5, 2024

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin

Brian J. Mankin
Attorneys for Plaintiff

Dated: _____, 2024

DEFENDANT ELEMENTIS SPECIALTIES, INC.

By: _____ (name)
_____ (title)

Dated: _____, 2024

COUNSEL FOR DEFENDANT
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Ryan J. Krueger, Esq.
Attorneys for Defendant

END OF DOCUMENT

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

Dated: January __, 2024

PLAINTIFF AND CLASS REPRESENTATIVE:

Anthony Vargas

Dated: January __, 2024

PLAINTIFF AND CLASS REPRESENTATIVE:

Kenneth Slingluff

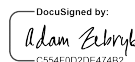
Dated: January __, 2024

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: January 30, 2024

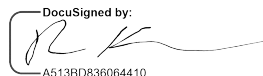
DEFENDANT ELEMENTIS SPECIALTIES, INC.

DocuSigned by:

C554E0D2D3E474B2

By: Adam Zebryk (name)
Associate General Counsel, Americas (title)

Dated: January 31, 2024

COUNSEL FOR DEFENDANT
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

DocuSigned by:

A513BD836064410...

Ryan J. Krueger, Esq.
Attorneys for Defendant

END OF DOCUMENT

EXHIBIT “B”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00516 Vargas v Elements
Specialties (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Anthony Vargas</u>									
<u>14000-00516 Vargas v Elements Specialties</u>									

11-03-2022	Approved		Billable	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
Fees for LWDA - submit PAGA ltr									
11-03-2022	Approved		Billable	E101 Copying	Chiarito, Tracie	0.20	0.00	26.00	5.20
26 copies @ .20 each - letters to company									
11-03-2022	Approved		Billable	E108 Postage	Chiarito, Tracie	8.87	0.00	1.00	8.87
Postage for November 2022									
01-18-2023	Approved		Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	12.00	0.72
6 copies @ .06 each - letters to company									
01-18-2023	Approved		Billable	E108 Postage	Chiarito, Tracie	8.39	0.00	1.00	8.39
Postage for January 2023									
03-17-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	463.85	0.00	1.00	463.85
San Bernardino Superior Court fees to fax file complaint									
03-20-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #7795264 - file FAC									
03-23-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	1,000.00	0.00	1.00	1,000.00
San Bernardino Superior Court complex fees									
03-29-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	103.95	0.00	1.00	103.95
Bosco Inv #8596125 Serve: Elements Specialties, Inc., a Delaware Corporation Amended Summons; First Amended Complaint; Amended Civil Case Cover Sheet; ADR Court: San Bernardino County Superior Court - Central District Completed on: 03/24/2023									
05-30-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11701278 for 5/26/23 CMC									
08-09-2023	Approved		Billable	E125 Mediation fees	Chiarito, Tracie	7,600.00	0.00	1.00	7,600.00
ADR Services Inv #23-4308-GEL-01 for 10/25/23 mediation with Glenn Lerman, Esq.									
11-14-2023	Approved		Billable	E119 Experts	Chiarito, Tracie	6,570.00	0.00	1.00	6,570.00
Berger Consulting Group Inv #9953									
11-17-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	18.62	0.00	1.00	18.62
OneLegal Order #21658808 - file Joint Statement									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00516 Vargas v Elements
Specialties (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Anthony Vargas</u> <u>14000-00516 Vargas v Elements Specialties</u>									
12-01-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11770819 for 11/30/23 CMC									
01-08-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	102.90	0.00	1.00	102.90
Bosco Inv #10176669 File and conform. -Stipulation to Permit Second Amended Complaint; Proposed Order *advance fee* **deliver courtesy copy to Dept. S26** Court: San Bernardino County Superior Court - Central District Completed on: 01/04/2024									
01-16-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	87.25	0.00	1.00	87.25
Bosco Inv #10230622 File and conform in Dept. S26. -Stipulation to Permit Plaintiff to File Second Amended Complaint; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 01/12/2024									
02-06-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	13.33	0.00	1.00	13.33
OnLegal Order #21745413 - submit Stip and Order re FAC									
02-20-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	216.20	0.00	1.00	216.20
Bosco Inv #10446480 File and conform. -Motion -Declaration x4 -Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 02/16/2024									
02-29-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	20.68	0.00	1.00	20.68
OnLegal Order #22065350 - file SAC									
03-12-2024	Approved		Billable	E112 Court fees Chiarito, Tracie		3.00	0.00	1.00	3.00
Receipt for San Bernardino Superior Court - copy of signed PA order									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00516 Vargas v Elements
Specialties (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Anthony Vargas</u>									
<u>14000-00516 Vargas v Elements Specialties</u>									
03-13-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11805337 for 3/12/24 MPA									
06-17-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	300.00	0.00	1.00	300.00
Estimated costs to file MFA and supporting documents via Bosco									
07-11-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	114.00	0.00	1.00	114.00
Courtcall for MFA									

Project Total 16,937.91
Client Total 16,937.91
Grand Total 16,937.91

EXHIBIT “C”