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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

11 **(UNLIMITED JURISDICTION)**

12 MARGARITA PEREZ and MARIA DE LA
13 LUNA HUERTA on behalf of themselves and all
14 others similarly situated, and the general public,
and as “Aggrieved Employees” on behalf of
15 other “Aggrieved Employees” and the State of
California under the Labor Code Private
16 Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 WORKFORCE PERSONNEL, INC., California
20 Corporation; DIAMOND WIPES
INTERNATIONAL, INC., California
21 Corporation; and DOES 1–50, inclusive,

22 *Defendant(s).*

Case No. CIVSB2220822

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: September 19, 2022
Dept: 17, The Honorable Joseph
T. Ortiz

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Attorneys for Defendant(s),
WORKFORCE PERSONNEL, INC.

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Maria De La Luna Huerta (“Plaintiff”) and defendant Workforce Personnel, Inc.
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Workforce Personnel, Inc. captioned “MARGARITA PEREZ and MARIA DE LA LUNA
8 HUERTA on behalf of themselves and all others similarly situated, and the general public, and
9 as “Aggrieved Employees” on behalf of other “Aggrieved Employees” and the State of California
10 under the Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. WORKFORCE
11 PERSONNEL, INC., California Corporation; DIAMOND WIPES INTERNATIONAL, INC.,
12 California Corporation; and DOES 1–50, inclusive, *Defendant(s)*,” Case No. CIVSB2220822
initiated on September 19, 2022 and pending in Superior Court of the State of California, County
of San Bernardino.

13 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have
14 agreed to appoint to administer the Settlement.

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

18 1.4. “Aggrieved Employee” means an individual Defendant Workforce Personnel, Inc.
19 employed at Diamond Wipes International, Inc.’s Chino location as an hourly, non-exempt
20 employee during the PAGA Period.

21 1.5. “Class” means all individuals Defendant Workforce Personnel, Inc. employed at
22 Diamond Wipes International, Inc.’s Chino location as an hourly, non-exempt employee during
the Class Period.

23 1.6. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Louis
24 M. Benowitz of Benowitz Law Corporation.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
26 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.

1.8. “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 Work Weeks and PAGA Pay Periods.

1.9. “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).

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

1.11. “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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from September 19, 2018 to the date of preliminary approval of this Settlement.

1.13. “Class Representative” means Maria De La Luna Huerta, a named plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

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

1.15. “Court” means the Superior Court of California, County of San Bernardino.

1.16. “Defendant” means named Defendant Workforce Personnel, Inc.

1.17. “Defense Counsel” means Gordon C. Strange of Law Offices of Gordon C. Strange.

1.18. “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.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

1.22. “Gross Settlement Amount” means \$340,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. Defendant will pay its employer-side payroll taxes in addition to the Gross Settlement Amount.

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

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Work Weeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

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

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

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

1.30. “Notice Packet” means the Class Notice (Exhibit A), the Election Not to Participate in Settlement form (Exhibit B), the Work Week Dispute form (Exhibit C), and the Objection form (Exhibit D) in English with Spanish translations.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32. “PAGA Period” means the period from September 7, 2021 to the date of preliminary approval of this Settlement.

1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34. “PAGA Notice” means Margarita Perez’s September 7, 2022 and Plaintiff Huerta’s June 22, 2025 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), collectively.

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250.00) and the 75% to LWDA (\$3,750.00) in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiff” means Maria De La Luna Huerta, a named plaintiff in the Action.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is attached as Exhibit E.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

1.42. “Released Parties” means: Defendant and each of its officers, directors, employees and agents. “Released Parties” does not include Diamond Wipes International Inc. or any of its officers, directors, employees or agents.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. An Election Not to

1 Participate in Settlement form is attached as Exhibit B.

2 1.44. “Response Deadline” means 60 days after the Administrator mails Notice to Class
3 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
4 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
5 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having
6 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond
the Response Deadline has expired.

7 1.45. “Settlement” means the disposition of the Action effected by this Agreement and
8 the Judgment.

9 1.46. “Work Week” means any week during which a Class Member worked for
10 Defendant for at least one day, during the Class Period.

11 1.47. A Work Week Dispute form is attached as Exhibit C.

12 **2. RECITALS.**

13 2.1. On September 19, 2022, this Action was commenced by filing a Complaint
14 alleging causes of action against Defendant for failure to pay wages, unauthorized and unlawful
15 wage deductions, failure to provide meal periods, failure to authorize and permit rest periods,
16 failure to issue proper wage statements, failure to indemnify for business expenses, failure to
17 timely pay wages, and related claims. On November 14, 2025, a First Amended Complaint was
18 filed adding Huerta as named plaintiff. The First Amended Complaint is the operative complaint in
19 the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative
Complaint, denies any failure to comply with the laws identified in in the Operative Complaint
and denies any and all liability for the causes of action alleged.

20 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
21 notice to Defendant and the LWDA by sending the PAGA Notice.

22 2.3. On March 19, 2025, the Parties participated in an all-day mediation presided over
23 by Steve Mehta, esq. which led to this Agreement to settle the Action.

24 2.4. Prior to mediation, the parties obtained, through informal discovery, the number
25 of workweeks, the number of comparable employees, the number of pay periods, average rates
26 of pay, sample time records, sample payroll records, written policies, and related information.
27 Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail,*

1 *Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2 2.5. The Court has not granted class certification.

3 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
4 of any other pending matter or action asserting claims that will be extinguished or affected by the
5 Settlement.

6 **3. MONETARY TERMS.**

7 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
8 Defendant promises to pay \$340,000.00 and no more as the Gross Settlement Amount and to
9 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
10 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll
11 taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will
12 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
13 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
14 Gross Settlement Amount will revert to Defendant.

15 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
16 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
17 the Court in the Final Approval:

18 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
19 Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any
20 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
21 Member). Defendant will not oppose Plaintiff’s request for a Class Representative Service
22 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment
23 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
24 Representative Service Payments no later than 16 court days prior to the Final Approval Hearing.
25 If the Court approves a Class Representative Service Payment less than the amount requested, the
26 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
27 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
28 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one
third of the Gross Settlement Amount which is currently estimated to be \$113,333.33 and a Class

1 Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose
2 requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class
3 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses
4 Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a
5 Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the
6 amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.
7 Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising
8 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation
9 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
10 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
11 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
12 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
13 from any dispute or controversy regarding any division or sharing of any of these Payments.

14 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
15 \$12,000.00 except for a showing of good cause and as approved by the Court. To the extent the
16 Administration Expenses are less or the Court approves payment less than \$12,000.00, the
17 Administrator will retain the remainder in the Net Settlement Amount.

18 3.2.4. To Each Participating Class Member: An Individual Class Payment
19 calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
20 by all Participating Class Members during the Class Period and (b) multiplying the result by each
21 Participating Class Member's Work Weeks.

22 3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of
23 each Participating Class Member's Individual Class Payment will be allocated to settlement of
24 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
25 reported on an IRS W-2 Form. The 66.67% of each Participating Class Member's Individual
26 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
27 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
28 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation
of Individual Class Payments. Non-Participating Class Members will not receive any Individual

1 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
2 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
4 amount of \$5,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,750.00)
5 allocated to the LWDA PAGA Payment and 25% (\$1,250.00) allocated to the Individual PAGA
6 Payments.

7 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
8 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$1,250.00
9 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
10 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
11 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
12 Individual PAGA Payment.

13 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
14 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
15 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

16 **4. SETTLEMENT FUNDING AND PAYMENTS.**

17 4.1. Class Work Weeks and Aggrieved Employee Pay Periods. Based on a review of
18 its records to date, Defendant estimates there are 244 Class Members who collectively worked a
19 total of 19,396 Work Weeks.

20 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
21 of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in
22 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
23 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
24 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
25 employees who need access to the Class Data to effect and perform under this Agreement.
26 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
27 Data omitted class member identifying information and to provide corrected or updated Class
28 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use
best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or

omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator. Defendant will fund the Gross Settlement Amount in 24 installment payments (each referred to as "Installment Payment"). Defendant will deposit the first Installment Payment of \$14,166.66 of the Gross Settlement into an account controlled by the Administrator of the Settlement within 14 days of the Court granting Final Approval. Thereafter, Defendant will make 23 monthly contributions to the account controlled by the Administrator. The next 22 Installment Payments will also be in the amount of \$14,166.66. The last Installment Payment will be in the amount of \$ 14,166.82. Defendant will make each of the next 23 payments every 30 days thereafter. Defendant will also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator for each distribution.

4.4. Payments from the Gross Settlement Amount. The Administrator will make a total of two distributions. The first distribution will occur 14 days after the Effective Date or after the 12th Installment Payment (in the total amount of \$169,999.92), whichever is later. The second and last distribution will occur 14 days after final monthly Installment Payment (in the total amount of \$170,000.08). For each distribution, the Administrator will mail checks for *pro rata* shares of Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment from each distribution shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Notice Packet was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all

1 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
2 Employees (including those for whom Notice Packet was returned undelivered). The
3 Administrator may send Participating Class Members a single check combining the Individual
4 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
must update the recipients' mailing addresses using the National Change of Address Database.

5 4.4.2. The Administrator must conduct a Class Member Address Search for all
6 other Class Members whose checks are returned undelivered without USPS forwarding address.
7 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the
8 USPS forwarding address provided or to an address ascertained through the Class Member
9 Address Search. The Administrator need not take further steps to deliver checks to Class Members
10 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
11 replacement check to any Class Member whose original check was lost or misplaced, requested
by the Class Member prior to the void date.

12 4.4.3. For any Class Member whose Individual Class Payment check or
13 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
14 shall transmit the funds represented by such checks to the California Controller's Unclaimed
15 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
16 the requirements of California Code of Civil Procedure Section 384, subd. (b).

17 4.4.4. The payment of Individual Class Payments and Individual PAGA
18 Payments shall not obligate Defendant to confer any additional benefits or make any additional
19 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
this Agreement.

20 **5. [OMITTED]**

21 **6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
22 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
23 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
against all Released Parties as follows:

24 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
26 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
27 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have

1 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
2 that were, or reasonably could have been, alleged based on facts contained in the Operative
3 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.3,
4 below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to
5 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
6 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
7 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
8 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
9 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
10 notwithstanding such different or additional facts or Plaintiff's discovery of them. This release
11 does not apply to Defendant Daimond Wipes International, Inc., or any of its officers, directors,
12 employees or agents.

11 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
12 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
13 and benefits, if any, of section 1542 of the California Civil Code, which reads:

14
15 **A general release does not extend to claims that the creditor or releasing party does**
16 **not know or suspect to exist in his or her favor at the time of executing the release,**
17 **and that if known by him or her would have materially affected his or her settlement**
18 **with the debtor or Released Party.**

18 6.2 Release by Participating Class Members: All Participating Class Members, on
19 behalf of themselves and their respective former and present representatives, agents, attorneys,
20 heirs, administrators, successors, and assigns, release Released Parties from all claims stated in
21 the Operative Complaint and those based solely upon the facts alleged in the Operative
22 Complaint. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do
23 not release any other claims, including claims for vested benefits, wrongful termination, violation
24 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
25 workers' compensation, or claims based on facts occurring outside the Class Period. This release
26 does not apply to Defendant Daimond Wipes International, Inc., or any of its officers, directors,
27 employees or agents.

26 6.3 Release of PAGA Claim. Plaintiff releases all claims for civil penalties that
27

1 could have been sought by the Labor Commissioner for the violations identified in Plaintiff's
2 pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any
3 Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member. This
4 release does not apply to Defendant Daimond Wipes International, Inc., or any of its officers,
5 directors, employees or agents.

6 **7. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion
7 for preliminary approval ("Motion for Preliminary Approval"). A Preliminary Approval Order
8 form is attached as Exhibit E.

9 7.1 Defense Counsel and Defendant represent that they are not aware of any other
10 pending matter or action asserting claims that will be extinguished or adversely affected by the
11 Settlement.

12 7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
13 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
14 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
15 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
16 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
17 and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration
18 from the Administrator attaching its "not to exceed" bid for administering the Settlement and
19 attesting to its willingness to serve; competency; operative procedures for protecting the security
20 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
21 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
22 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
23 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
24 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
25 and/or the Administrator; and (v) a signed declaration from each Class Counsel firm attesting to
26 its competency to represent the Class Members; its timely transmission to the LWDA of all
27 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
28 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
section 2699, subd. (l)(2)).

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later

1 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
2 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
3 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
4 Approval to the Administrator.

5 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
6 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
8 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
9 Preliminary Approval or conditions Preliminary Approval on any material change to this
10 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
11 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
12 otherwise satisfy the Court's concerns.

13 **8. SETTLEMENT ADMINISTRATION.**

14 8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
15 to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action
16 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
17 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
18 represent that they have no interest or relationship, financial or otherwise, with the Administrator
19 other than a professional relationship arising out of prior experiences administering settlements.

20 8.2 Employer Identification Number. The Administrator shall have and use its own
21 Employer Identification Number for purposes of calculating payroll tax withholdings and
22 providing reports state and federal tax authorities.

23 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
24 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
25 Regulation section 468B-1.

26 8.4 Notice to Class Members.

27 8.4.1 No later than three (3) business days after receipt of the Class Data, the
28 Administrator shall notify Class Counsel that the list has been received and state the number of
Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than

1 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
2 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
3 with Spanish translation, substantially in the forms attached to this Agreement as **Exhibits A, B,**
4 **C, and D.** The first page of the Class Notice shall prominently estimate the dollar amounts of any
5 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
6 number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
7 Before mailing Notice Packets, the Administrator shall update Class Member addresses using the
8 National Change of Address database.

8 8.4.3 Not later than three (3) business days after the Administrator’s receipt of
9 any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
10 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
11 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
12 the Notice Packet to the most current address obtained. The Administrator has no obligation to
13 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
14 returned by the USPS a second time.

14 8.4.4 The deadlines for Class Members’ written objections, Challenges to Work
15 Weeks and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an
16 additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class
17 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
18 extended deadline with the re-mailed Notice Packet.

18 8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or
19 otherwise discovers any persons who believe they should have been included in the Class Data
20 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
21 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
22 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
23 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
24 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
25 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

25 **8.5 Requests for Exclusion (Opt-Outs).**

26 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
27 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for

1 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
2 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
3 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
4 the Class Member's election to be excluded from the Settlement and includes the Class Member's
5 name, address and email address or telephone number. To be valid, a Request for Exclusion must
6 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

7 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
8 because it fails to contain all the information specified in the Class Notice. The Administrator
9 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
10 identity of the person as a Class Member and the Class Member's desire to be excluded. The
11 Administrator's determination shall be final and not appealable or otherwise susceptible to
12 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
13 the Administrator may demand additional proof of the Class Member's identity. The
14 Administrator's determination of authenticity shall be final and not appealable or otherwise
susceptible to challenge.

15 8.5.3 Every Class Member who does not submit a timely and valid Request for
16 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
17 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
18 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
Participating Class Member actually receives the Class Notice or objects to the Settlement.

19 8.5.4 Every Class Member who submits a valid and timely Request for
20 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
21 or have the right to object to the class action components of the Settlement. Aggrieved Employees
22 are eligible for an Individual PAGA Payment.

23 8.6 Challenges to Calculation of Work Weeks. Each Class Member shall have 60
24 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class
25 Members whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and
26 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known
27 as a dispute. A Work Week Dispute form, attached as Exhibit C, may be used for this purpose
but is not required. The Class Member may challenge the allocation by communicating with the

Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Work Weeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Work Weeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Work Weeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

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

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached as Exhibit D may be used for this purpose but is not required.

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

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

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address

1 and a toll-free telephone number to receive Class Member calls, faxes and emails.

2 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
3 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
4 later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion,
5 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
6 names and other identifying information of Class Members who have timely submitted valid
7 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of
8 Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
9 Exclusion from Settlement submitted (whether valid or invalid).

10 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
11 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
12 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
13 Exclusion (whether valid or invalid) received, objections received, challenges to Work Weeks
14 and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class
15 Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
16 provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies
17 of all Requests for Exclusion and objections received.

18 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
19 authority to address and make final decisions consistent with the terms of this Agreement on all
20 Class Member challenges over the calculation of Work Weeks and/or Pay Periods. The
21 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

22 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by
23 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
24 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
25 for filing in Court attesting to its due diligence and compliance with all of its obligations under
26 this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets
27 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the
28 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
number of written objections and attach the Exclusion List. The Administrator will supplement
its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
for filing the Administrator’s declaration(s) in Court.

1 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
2 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
3 and Defense Counsel with a final report detailing its disbursements by employee identification
4 number only of all payments made under this Agreement. At least 15 days before any deadline
5 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
6 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
7 payments required under this Agreement. Class Counsel is responsible for filing the
8 Administrator's declaration in Court.

9 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,
10 Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 244 Class
11 Members and 19,396.00 Total Work Weeks during the Class period. If the Work Weeks and/or
12 Class Members as of the date the Court approves the settlement exceeds the referenced 19,396.00
13 Work Weeks and/or 244 Class Members by more than 10.00%, the Gross Settlement Amount,
14 including the Class Counsel Fees Payment, the Class Representative Service Payment, and the
15 LWDA payment, will increase proportionally according to the number of additional Work Weeks
16 or Class Members, whichever results in a higher increase in the Gross Settlement Amount.

17 **10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
18 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
19 Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree
20 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
21 whatsoever, and that neither Party will have any further obligation to perform under this
22 Agreement; provided, however, Defendant will remain responsible for paying all Settlement
23 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the
24 Court of its election to withdraw not later than seven (7) days after the Administrator sends the
25 final Exclusion List to Defense Counsel; late elections will have no effect.

26 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
27 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
28 that includes a request for approval of the PAGA settlement under Labor Code section 2699,

1 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for
2 Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel prior to
3 filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet
4 and confer in person or by telephone, and in good faith, to resolve any disagreements concerning
the Motion for Final Approval.

5 11.1 Response to Objections. Each Party retains the right to respond to any objection
6 raised by a Participating Class Member, including the right to file responsive documents in Court
7 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
8 accepted by the Court.

9 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
10 Approval on any material change to the Settlement (including, but not limited to, the scope of
11 release to be granted by Class Members), the Parties will expeditiously work together in good
12 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
13 Approval. The Court’s decision to award less than the amounts requested for the Class
14 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
15 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
modification to the Agreement within the meaning of this paragraph.

16 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
17 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
18 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

19 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
20 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
21 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
22 respective counsel, and all Participating Class Members who did not object to the Settlement as
23 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
24 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
25 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
26 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
27 Parties’ obligations to perform under this Agreement will be suspended until such time as the
appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect

1 the amount of the Net Settlement Amount.

2 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
3 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
4 material modification of this Agreement (including, but not limited to, the scope of release to be
5 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
6 expeditiously work together in good faith to address the appellate court's concerns and to obtain
7 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
8 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
9 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
10 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
11 as long as the Gross Settlement Amount remains unchanged.

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

15 **13. ADDITIONAL PROVISIONS.**

16 13.1 No Admission of Liability, Class Certification or Representative Manageability
17 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
18 claims. Nothing in this Agreement is intended or should be construed as an admission by
19 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant
20 has any liability for any claims asserted; nor should it be intended or construed as an admission
21 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
22 certification and representative treatment is for purposes of this Settlement only. If, for any reason
23 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant
24 reserves the right to contest certification of any class for any reasons, and Defendant reserves all
25 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
26 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
27 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
28 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
Settlement and this Agreement).

1 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
2 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval
3 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
4 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
5 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
6 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
7 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
8 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
9 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
10 government agency.

11 Each Party agrees to immediately notify each other Party of any judicial or agency
12 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
13 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
14 communication, before the filing of the Motion for Preliminary Approval, any with third party
15 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
16 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
17 communications with Class Members in accordance with Class Counsel's ethical obligations
18 owed to Class Members.

19 13.3 No Solicitation. The Parties separately agree that they and their respective
20 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
21 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
22 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
23 obligations owed to Class Members.

24 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
25 Agreement together with its attached exhibits shall constitute the entire agreement between the
26 Parties relating to the Settlement, superseding any and all oral representations, warranties,
27 covenants, or inducements made to or by any Party.

28 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
to effectuate its terms, and to execute any other documents reasonably required to effectuate the

1 terms of this Agreement including any amendments to this Agreement.

2 13.6 Cooperation. The Parties and their counsel will cooperate with each other and
3 use their best efforts, in good faith, to implement the Settlement by, among other things,
4 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
5 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
6 the form or content of any document necessary to implement the Settlement, or on any
7 modification of the Agreement that may become necessary to implement the Settlement, the
8 Parties will seek the assistance of a mediator and/or the Court for resolution.

9 13.7 No Prior Assignments. The Parties separately represent and warrant that they
10 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
11 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
12 action, or right released and discharged by the Party in this Settlement.

13 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense
14 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
15 Settlement be relied upon as such within the meaning of United States Treasury Department
16 Circular 230 (31 CFR Part 10, as amended) or otherwise.

17 13.9 Modification of Agreement. This Agreement, and all parts of it, may be
18 amended, modified, changed, or waived only by an express written instrument signed by all
19 Parties or their representatives, and approved by the Court.

20 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
21 inure to the benefit of, the successors of each of the Parties.

22 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
23 be governed by and interpreted according to the internal laws of the state of California, without
24 regard to conflict of law principles.

25 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
26 preparation of this Agreement. This Agreement will not be construed against any Party on the
27 basis that the Party was the drafter or participated in the drafting.

28 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
entered during Action and in this Agreement relating to the confidentiality of information shall
survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant

1 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
2 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
3 connection with the Settlement, may be used only with respect to this Settlement, and no other
4 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
5 or rule of court. Not later than 90 days after the date when the Court discharges the
6 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
7 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
8 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant
9 makes a written request to Class Counsel for the return, rather than the destructions, of Class
10 Data.

11 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
12 is inserted for convenience of reference only and does not constitute a part of this Agreement.

13 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
14 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
15 weekend or federal legal holiday, such date or deadline shall be on the first business day
16 thereafter.

17 13.17 Notice. All notices, demands or other communications between the Parties in
18 connection with this Agreement will be in writing and deemed to have been duly given as of the
19 third business day after mailing by United States mail, or the day sent by email or messenger,
20 addressed as follows:

21 To Plaintiff:
22 David Glenn Spivak, Esq.
23 The Spivak Law Firm
24 8605 Santa Monica Bl
25 PMB 42554
26 West Hollywood, CA 90069
27 david@spivaklaw.com

28 To Defendant:
Gordon C. Strange, Esq.
Law Offices of Gordon C. Strange
15333 Culver Drive
No. 340-223
Irvine, CA 92604
g.strange@edlapc.com

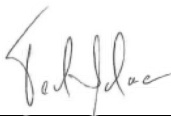
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2 13.18 Execution in Counterparts. This Agreement may be executed in one or more
3 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
4 Agreement shall be accepted as an original. All executed counterparts and each of them will be
5 deemed to be one and the same instrument if counsel for the Parties will exchange between
6 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
7 the existence and contents of this Agreement.

8 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
9 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
10 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
11 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
12 process.

13 Dated: _____, 2025

By: _____
14 MARIA DE LA LUNA HUERTA

15
16 Dated: February 27, 2026

By: 
17 Ted Salac
18 Chief Financial Officer
19 Workforce Personnel, Inc.

20 THE SPIVAK LAW FIRM

21 Dated: 03 / 09 / 2026, 2025

By: 
22 DAVID GLENN SPIVAK, Attorneys
23 for Plaintiff, MARIA DE LA LUNA
24 HUERTA, and all others similarly
25 situated

26 BENOWITZ LAW CORPORATION

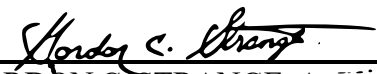
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Dated: 03 / 09 / 2026, 2025

By: 
LOUIS M. BENOWITZ, Attorneys for
Plaintiff, MARIA DE LA LUNA
HUERTA, and all others similarly
situated

LAW OFFICES OF GORDON C. STRANGE

Dated: February 27, 2026

By: 
GORDON C. STRANGE, Attorneys for
Defendant, WORKFORCE
PERSONNEL, INC.

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EXHIBIT A

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1 the PAGA Period. If you believe that you worked more Work Weeks or Pay Periods during either
2 period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

3 The Court has already preliminarily approved the proposed Settlement and approved this
4 Notice. The Court has not yet decided whether to grant final approval. The Court has determined
5 only that there is sufficient evidence to suggest that the proposed settlement might be fair,
6 adequate, and reasonable, and that any final determination of those issues will be made at the
7 Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this
8 Notice carefully. You will be deemed to have carefully read and understood it. At the Final
9 Approval Hearing, the Court will decide whether to finally approve the Settlement and how much
10 of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court
11 will also decide whether to enter a judgment that requires Defendant to make payments under the
12 Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert
13 certain claims against Defendant.

14 If you worked for Defendant during the Class Period and/or the PAGA Period, you have
15 two basic options under the Settlement:

16 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
17 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
18 Participating Class Member, though, you will give up your right to assert Class Period wage
19 claims and PAGA Period penalty claims against Defendant.

20 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
21 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
22 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
23 Class Payment. You will, however, preserve your right to personally pursue Class Period claims
24 for California labor law violations against Defendant, and, if you are an Aggrieved Employee,
25 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of
26 the proposed Settlement.

27 **Defendant will not retaliate against you for any actions you take with respect to the proposed
28 Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no

The Opt-out Deadline is <<RESPONSE DEADLINE>>	longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendant from civil penalties it may owe to the Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Week / Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Work Weeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Work Weeks Dispute form for this purpose.

1. WHAT IS THE ACTION ABOUT?

Huerta is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to indemnify for business expenses, failure to timely pay wages, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is

1 represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Louis
2 M. Benowitz of Benowitz Law Corporation (“Class Counsel.”)

3 Defendant strongly denies violating any laws or failing to pay any wages and contends it complied
4 with all applicable laws.

5 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

6 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the
7 merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an
8 effort to resolve the Action by negotiating an end the case by agreement (settle the case) rather
9 than continuing the expensive and time-consuming process of litigation. The negotiations were
10 successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to
11 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff
12 and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final
13 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
14 agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

15 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
16 believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering
17 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement
18 is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily
19 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and
20 scheduled a hearing to determine Final Approval.

21 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

22 A. Gross Settlement Amount. Defendant Will Pay \$340,000.00 as the Gross
23 Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement
24 into an account controlled by the Administrator of the Settlement. The Administrator will use the
25 Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments,
26 Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
27 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
28 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will
fund the Gross Settlement in 24 Installment Payments. Defendant will deposit the first Installment
Payment of \$14,166.66 of the Gross Settlement into an account controlled by the Administrator
of the Settlement within 14 days of the Court granting Final Approval. Thereafter, Defendant will
make 23 monthly contributions to the account controlled by the Administrator 4. The next 22
Installment Payments will also be in the amount of \$14,166.66. the last Installment Payment will
be in the amount of \$ 14,166.82. Defendant will make each of the next 23 payments every 30
days thereafter. Defendant will also fund the amounts necessary to fully pay Defendant’s share
of payroll taxes by transmitting the funds to the Administrator for each distribution. The Judgment

1 will be final on the date the Court enters Judgment, or a later date if Participating Class Members
2 object to the proposed Settlement or the Judgment is appealed.

3 B. Court Approved Deductions from Gross Settlement. At the Final Approval
4 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
5 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
6 Approval Hearing:

7 1. Attorney Fees and Costs. Up to \$113,333.33 (1/3 of the Gross Settlement
8 Amount) to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses.
9 To date, Class Counsel have worked and incurred expenses on the Action without payment.

10 2. Class Representative Service Award. Up to \$5,000.00 as a Class
11 Representative Service Payment for filing the Action, working with Class Counsel, and
12 representing the Class. A Class Representative Service Payment will be the only monies Plaintiff
13 will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

14 3. Administration Expenses. Up to \$12,000.00 to the Administrator for
15 services administering the Settlement.

16 4. PAGA Penalties. Up to \$5,000.00 for PAGA Penalties, allocated 75% to
17 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
18 based on their PAGA Pay Periods.

19 Participating Class Members have the right to object to any of these deductions. The Court
20 will consider all objections.

21 Based on its records, Defendant estimated that, as of the date of the Settlement, there are
22 244 Class Members and 19,396.00 total Work Weeks during the Class period. If the Work Weeks
23 and/or Class Members as of the date the Court approves the Settlement exceeds the referenced
24 19,396.00 Work Weeks and/or 244 Class Members by more than 10.00%, the Gross Settlement
25 Amount, including the Class Counsel Fees Payment, the Class Representative Service Payment,
26 and the LWDA payment, will increase proportionally according to the number of additional Work
27 Weeks or Class Members, whichever results in a higher increase in the Gross Settlement Amount.

28 C. Net Settlement Distributed to Class Members. After making the above deductions
in amounts approved by the Court, the Administrator will distribute the rest of the Gross
Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
Members based on their Class Period Work Weeks.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking
the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
("Wage Portion") and 66.67% to interest and penalties ("Non-Wage Portion."). The Wage Portion
is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay
employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted
as penalties rather than wages for tax purposes. The Administrator will report the Individual

1 PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099
2 Forms.

3 Although Plaintiff and Defendant have agreed to these allocations, neither side is giving
4 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
5 are responsible for paying all taxes (including penalties and interest on back taxes) on any
6 Payments received from the proposed Settlement. You should consult a tax advisor if you have
7 any questions about the tax consequences of the proposed Settlement.

8 E. Need to Promptly Cash Payment Checks. The front of every check issued for
9 Individual Class Payments and Individual PAGA Payments will show the date when the check
10 expires (the void date). If you don't cash it by the void date, your check will be automatically
11 cancelled, and the money will be deposited with the California Controller's Unclaimed Property
12 Fund (https://www.sco.ca.gov/search_upd.html) in your name.

13 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
14 should consult the rules of the Fund for instructions on how to retrieve your money. You can
15 contact the Unclaimed Property Fund at (800) 992-4647.

16 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
17 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
18 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
19 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
20 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
21 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
22 Member's name, present address, telephone number, and a simple statement electing to be
23 excluded from the Settlement. You may use the enclosed Election Not To Participate In
24 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
25 Members) will not receive Individual Class Payments, but will preserve their rights to personally
26 pursue claims against Defendant for violations of California's labor laws.

27 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
28 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
Individual PAGA Payments and Plaintiff releases Defendant from civil penalties it may owe to
the Aggrieved Employees.

G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
possible the Court will decline to grant Final Approval of the Settlement or decline enter a
Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
pay any money and Class Members will not release any claims against Defendant.

H. Administrator. The Court has appointed a neutral company, Apex Class Action
(the "Administrator") to send this Notice, calculate and make payments, and process Class
Members' Requests for Exclusion. The Administrator will also decide Class Member disputes
over Work Weeks, mail and re-mail settlement checks and tax forms, and perform other tasks

1 necessary to administer the Settlement. The Administrator's contact information is contained in
2 Section 9 of this Notice.

3 I. Participating Class Members' Release. After the Judgment is final and Defendant
4 has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
5 Participating Class Members will be legally barred from asserting any of the claims released under
6 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or
its officers, directors, employees, and agents for wages based on the Class Period facts and PAGA
penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

7 The Participating Class Members will be bound by the following release:

8 All Participating Class Members, on behalf of themselves and their respective
9 former and present representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns, release Released Parties from all claims stated in the
Operative Complaint and those based solely upon the facts alleged in the Operative
11 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
12 Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and
13 Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period.
14 "Released Parties" does not include Diamond Wipes International Inc. or any of
its officers, directors, employees or agents.

15 J. The PAGA Release. After the Court's judgment is final, and Defendant has paid
16 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
17 claims for civil penalties that could have been sought by the Labor Commissioner for the
violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
18 claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

19 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

20 A. Individual Class Payments. The Administrator will calculate Individual Class
21 Payments by (a) dividing the Net Settlement Amount by the total number of Work Week worked
22 by all Participating Class Members, and (b) multiplying the result by the number of Work Week
worked by each individual Participating Class Member.

23 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
24 Payments by (a) dividing \$1,250.00 by the total number of PAGA Pay Periods worked by all
Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
25 by each individual Aggrieved Employee.

26 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
27 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA

1 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have
2 until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or PAGA Pay
3 Periods credited to you. You can submit your challenge by signing and sending a letter to the
4 Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
5 purpose. Section 9 of this Notice has the Administrator's contact information.

6 You need to support your challenge by submitting copies of pay stubs or other records.
7 The Administrator will accept Defendant's calculation of Work Weeks and/or PAGA Pay Periods
8 based on Defendant's records as accurate unless you send copies of records containing contrary
9 information. You should send copies rather than originals because the documents will not be
10 returned to you. The Administrator will resolve Work Week and/or Pay Period challenges based
11 on your submission and on input from Class Counsel (who will advocate on behalf of
12 Participating Class Members) and Defendant's Counsel. The Administrator's decision is final.
13 You can't appeal or otherwise challenge its final decision.

14 **5. HOW WILL I GET PAID?**

15 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
16 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
17 including those who also qualify as Aggrieved Employees. The single check will combine the
18 Individual Class Payment and the Individual PAGA Payment.

19 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
20 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
21 Settlement (i.e., every Non-Participating Class Member).

22 **Your check will be sent to the same address as this Notice. If you change your
23 address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has
24 the Administrator's contact information.**

25 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

26 Email, fax, or mail a written and signed letter with your name, present address, telephone
27 number, and a simple statement that you do not want to participate in the Settlement. You may
28 use the enclosed Election Not To Participate In Settlement form for this purpose. The
Administrator will exclude you based on any writing communicating your request be excluded.
Be sure to personally sign your request, identify the Action as *Margarita Perez, et al. vs.*
Workforce Personnel, Inc., Case No. CIVSB2220822, and include your identifying information
(full name, address, telephone number, approximate dates of employment, and social security
number for verification purposes). You must make the request yourself. If someone else makes
the request for you, it will not be valid. You should send your Request for Exclusion to the
Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent
your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section
9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee,
you will still receive an Individual PAGA Payment.

1 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

2 Only Participating Class Members have the right to object to the Settlement. Before deciding
3 whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to
4 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
5 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
6 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class
7 Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys'
8 fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative
9 Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section
10 9 of this Notice) will send you copies of these documents at no cost to you. You can also view
11 them and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR
12 WEBSITE>> or the Court's website <<COURT WEBSITE>>.

13 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
14 Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service
15 Payment may wish to object, for example, that the proposed Settlement is unfair, or that the
16 amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for
17 sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure
18 to tell the Administrator what you object to, why you object, and any facts that support your
19 objection. Make sure you identify the Action, *Margarita Perez vs. Workforce Personnel, Inc.*,
20 case no. CIVSB2220822 , and include your name, current address, telephone number, and
21 approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice
22 has the Administrator's contact information. You may use the enclosed Objection form for this
23 purpose. You should send your objection to the Administrator by email, fax, or send by regular
24 U.S. mail.

25 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
26 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
27 to tell the Court what you object to, why you object, and any facts that support your objection.
28 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
29 Hearing.

30 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

31 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
32 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 17 of the San
33 Bernardino Superior Court, located at San Bernardino District – Civil Division, 247 West Third
34 Street, Dept. S17, San Bernardino, CA 92415-0210. At the Hearing, the judge will decide whether
35 to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to
36 Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors,
37 Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer
38 to attend) either personally or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
39 (https://www.<<CourtVirtualAppearanceLink>>). Check the Court's website for the most current
40 information.

1 It's possible the Court will reschedule the Final Approval Hearing. You should check the
2 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
to verify the date and time of the Final Approval Hearing.

3 **9. HOW CAN I GET MORE INFORMATION?**

4 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
5 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
6 Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE
7 NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator
8 using the contact information listed below, or consult the Superior Court website by going to
9 (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case
No. CIVSB2220822 . You can also make an appointment to personally review court documents
in the Clerk's Office at the San Bernardino District – Civil Division by calling <<CLERK OF
COURT'S PHONE NUMBER>>.

10 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION** 11 **ABOUT THE SETTLEMENT.**

12 Class Counsel:

13 Name of Attorney: David Glenn Spivak
14 Email Address: david@spivaklaw.com
15 Name of Firm: The Spivak Law Firm
16 Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
17 Telephone: (213) 725-9094

18 Administrator:

19 Name of Company: Apex Class Action
20 Email Address: _____
21 Mailing Address: _____
Telephone: _____
22 Fax Number: _____

23 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

24 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
25 as long as you request a replacement before the void date on the face of the original check. If
26 your check is already void, you should consult the Unclaimed Property Fund
27 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
28 contact the Unclaimed Property Fund at (800) 992-4647.

1 **11. WHAT IF I CHANGE MY ADDRESS?**

2 To receive your check, you should immediately notify the Administrator if you move or otherwise
3 change your mailing address.

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EXHIBIT B

Margarita Perez, et al. v. Workforce Personnel, Inc., et al.
Superior Court of the State of California, County of San Bernardino
 Case No. CIVSB2220822

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND
BE ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST
COMPLETE AND SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS
BELOW, EMAILED, FAXED, OR POSTMARKED NOT LATER THAN <<RESPONSE
DEADLINE>>:**

Margarita Perez, et al. v. Workforce Personnel, Inc. Class Action Administrator
c/o _____

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on _____.

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EXHIBIT C

1 **WORK WEEK/PAGA PAY PERIOD DISPUTE FORM**

2 Superior Court of The State of California
3 For The County of San Bernardino
4 *Margarita Perez, et al. v. Workforce Personnel, Inc.*, Case No. CIVSB2220822

5 Indicate Name/Address Changes, if any:

6 <<Name>>

7 <<Address>>

8 <<City>>, <<State>> <<Zip Code>>

9 XX – XX –

10 The amount of your estimated Settlement Award is based upon the number of eligible Work
11 Weeks you worked between September 19, 2018 and <<the date the Court preliminarily approves
12 this class action settlement>> and eligible PAGA Pay Periods you worked between September
13 7, 2021 and <<the date the Court preliminarily approves this class action settlement>>. “Work
14 Week” means any week during which a Class Member worked for Defendant or any other
15 Released Party for at least one day, during the Class Period. “PAGA Pay Period” means any Pay
16 Period during which an Aggrieved Employee worked for Defendant or any other Released Party
17 for at least one day during the PAGA Period. The number of Work Weeks and PAGA Pay Periods
18 applicable to your claim are set forth below.

19 **YOUR ELIGIBLE WORK WEEKS/ PAGA PAY PERIODS**

20 Defendant’s records indicate that you worked <<number of Workweeks>> Workweeks between
21 September 19, 2018 and <<the date the Court preliminarily approves this class action
22 settlement>> and <<number of PAGA Pay Periods>> PAGA Pay Periods between September 7,
23 2021 through <<the date the Court preliminarily approves this class action settlement>>.

24 **YOUR ESTIMATED SETTLEMENT AWARDS AND DISPUTE PROCEDURE**

25 Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
26 in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable
27 payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This
28 process may take six months or more. You will receive a Form W-2 reflecting the payment to
you. Your settlement share reflected on this Notice is only an estimate. The exact amount of the
payment could vary, up or down.

If you wish to dispute the number of Work Weeks of PAGA Pay Periods credited to you, or
anything else about your employment status, you must complete and return this form by
indicating what you believe is incorrect on the blank lines below and return it on or before
<<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with
proof of the submission date (such as a postmark or delivery service date stamp). You may use
this Work Weeks/PAGA Pay Periods Dispute form for this purpose. You must also send any
documents or other information that you contend supports your belief that the information set

1 forth above is incorrect. The Administrator will resolve any dispute based upon Defendant's
2 records and any information you provide. Please be advised that the information on this Work
3 Weeks/PAGA Pay Periods Dispute Form is presumed to be correct unless the documents you
submit are company records from Defendant.

6 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK**
7 **WEEKS OR PAGA PAY PERIODS, RECEIPT OF A SETTLEMENT PAYMENT, OR**
8 **YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

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EXHIBIT D

1 **OBJECTION FORM**

2 ***Margarita Perez, et al. v. Workforce Personnel, Inc., et al.***
3 **Superior Court of the State California, County of San Bernardino**
4 **Case No. CIVSB2220822**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
14 **SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-**
15 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
16 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
17 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

18 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
19 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
20 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
21 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 [] I OBJECT to the *Margarita Perez, et al. v. Workforce Personnel, Inc., et al.* Settlement
27 on the following grounds (if additional space necessary, please include additional sheets of
28 paper):

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2023

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: <<____@____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Margarita Perez, et al. v. *Workforce Personnel, Inc., et al.* Administrator
[ADDRESS]

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EXHIBIT E

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**
10 **(UNLIMITED JURISDICTION)**

11 MARGARITA PEREZ and MARIA DE LA
12 LUNA HUERTA on behalf of themselves and all
13 others similarly situated, and the general public,
14 and as “Aggrieved Employees” on behalf of
15 other “Aggrieved Employees” and the State of
California under the Labor Code Private
Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18 WORKFORCE PERSONNEL, INC., California
19 Corporation; DIAMOND WIPES
20 INTERNATIONAL, INC., California
Corporation; and DOES 1–50, inclusive,

21 *Defendant(s).*
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Case No. CIVSB2220822

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: September 19, 2022
Dept: 17, The Honorable Joseph
T. Ortiz

25 The Motion of Plaintiff Maria De La Luna Huerta (hereafter referred to as “Plaintiff”) for
26 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
27 The Honorable Joseph T. Ortiz presiding. The Court having considered the Motion, the Class

1 Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement
2 Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

3 1. The Court grants preliminary approval of the Settlement and the Settlement Class
4 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
5 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
6 has determined only that there is sufficient evidence to suggest that the proposed settlement might
7 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
8 the final hearing. The Court will make a determination at the hearing on the motion for final
9 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
10 is fair, adequate and reasonable to the Settlement Class.
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12 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
13 all individuals Defendant Workforce Personnel, Inc. (“Defendant”) employed at Diamond Wipes
14 International, Inc.’s Chino location as an hourly, non-exempt employee during the Class Period
15 (collectively “Class Members”). The “Class Period” shall mean the period of time from
16 September 19, 2018, through the date of preliminary approval of this Settlement.
17

18 3. Based on its records, Defendant estimates that, as of the date of the Settlement
19 Agreement, (1) there are 244 Class Members and 19,396.00 Total Work Weeks during the Class
20 period. If the Work Weeks and/or Class Members as of the date the Court approves the settlement
21 exceeds the referenced 19,396.00 Work Weeks and/or 244 Class Members by more than 10.00%,
22 the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class
23 Representative Service Payment, and the LWDA payment, will increase proportionally according
24 to the number of additional Work Weeks or Class Members, whichever results in a higher increase
25 in the Gross Settlement Amount.
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4. “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.

5. This action is provisionally certified pursuant to section 382 of the California Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for purposes of settlement only with respect to the proposed Settlement Class.

6. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

7. No later than three (3) business days after receipt of the Class Data, the

1 Administrator shall notify Class Counsel that the list has been received and state the number of
2 Class Members, Aggrieved Employees, Work Weeks, and PAGA Pay Periods in the Class Data.

3 8. Using best efforts to perform as soon as possible, and in no event later than 14
4 days after receiving the Class Data, the Administrator will send to all Class Members identified
5 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
6 with Spanish translation, substantially in the forms attached to the Settlement Agreement as
7 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
8 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
9 Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate
10 these amounts. Before mailing Notice Packets, the Administrator shall update Class Member
11 addresses using the National Change of Address database.
12

13 9. Not later than three (3) business days after the Administrator’s receipt of any
14 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
15 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
16 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
17 the Notice Packet to the most current address obtained. The Administrator has no obligation to
18 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
19 returned by the USPS a second time.
20

21 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
22 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel’s
23 contact information is Gordon C. Strange, Esq., Law Offices of Gordon C. Strange, 15333 Culver
24 Drive, No. 340-223, Irvine, CA 92604.
25

26 11. The deadlines for Class Members’ written objections, Challenges to Work Weeks
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1 and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an additional
2 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
3 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
4 with the re-mailed Notice Packet.

5 12. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
6 discovers any persons who believe they should have been included in the Class Data and should
7 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
8 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
9 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
10 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
11 requiring them to exercise options under the Settlement Agreement not later than 14 days after
12 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.
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14 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
15 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
16 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
17 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
18 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
19 the Class Member's election to be excluded from the Settlement and includes the Class Member's
20 name, address and email address or telephone number. To be valid, a Request for Exclusion must
21 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
22 in Settlement form, attached as Exhibit B to the Settlement Agreement, may be used for this
23 purpose but is not required.
24

25 14. The Administrator may not reject a Request for Exclusion as invalid because it
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1 fails to contain all the information specified in the Class Notice. The Administrator shall accept
2 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
3 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
4 determination shall be final and not appealable or otherwise susceptible to challenge. If the
5 Administrator has reason to question the authenticity of a Request for Exclusion, the
6 Administrator may demand additional proof of the Class Member's identity. The Administrator's
7 determination of authenticity shall be final and not appealable or otherwise susceptible to
8 challenge.
9

10 15. Every Class Member who does not submit a timely and valid Request for Exclusion
11 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
12 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
13 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
14 Participating Class Member actually receives the Class Notice or objects to the Settlement.
15

16 16. Every Class Member who submits a valid and timely Request for Exclusion is a
17 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
18 right to object to the class action components of the Settlement. Plaintiff releases all claims for
19 civil penalties that could have been sought by the Labor Commissioner for the violations
20 identified in Plaintiffs pre-filing letter to the LWDA; Plaintiff does not release the claim for wages
21 or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
22 Member.
23

24 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60 days
25 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
26 whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and/or PAGA
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1 Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a
2 dispute. A Work Week Dispute form, attached as Exhibit C to the Settlement Agreement, may
3 be used for this purpose but is not required. The Class Member may challenge the allocation by
4 communicating with the Administrator via fax, email or mail. The Administrator must encourage
5 the challenging Class Member to submit supporting documentation. In the absence of any
6 contrary documentation, the Administrator is entitled to presume that the Work Weeks contained
7 in the Class Notice are correct so long as they are consistent with the Class Data. The
8 Administrator's determination of each Class Member's allocation of Work Weeks and/or PAGA
9 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
10 Administrator shall promptly provide copies of all challenges to calculation of Work Weeks
11 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
12 determination the challenges.

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

19 19. Participating Class Members may send written objections to the Administrator, by
20 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
21 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
22 Participating Class Member who elects to send a written objection to the Administrator must do
23 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
24 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
25 to the Settlement Agreement as Exhibit D may be used for this purpose but is not required.
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20. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

21. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under the Settlement Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

22. The Court approves, as to form and content, the Class Notice in substantially the form attached as Exhibit A to the Settlement Agreement, the Election Not to Participate in Settlement form in substantially the form attached as Exhibit B to the Settlement Agreement, the Work Weeks Dispute form in substantially the form attached as Exhibit C to the Settlement Agreement, and the Objection form in substantially the form attached as Exhibit D to the Settlement Agreement.

23. The Court approves, for settlement purposes only, David Glenn Spivak of The Spivak Law Firm and Louis M. Benowitz of Benowitz Law Corporation as Class Counsel.

24. The Court approves, for settlement purposes only, Maria De La Luna Huerta as the Class Representative.

25. The Court approves Apex Class Action as the Administrator.

26. The Court preliminarily approves Class Counsel's request for attorneys' fees and costs subject to final review by the Court.

27. The Court preliminarily approves the estimated Administrator costs payable to the Administrator subject to final review by the Court.

28. The Court preliminarily approves Plaintiff's Class Representative Service Payment subject to final review by the Court.

29. A Final Approval Hearing shall be held on ____ at _____.m. in Department S17 of the Superior Court for the State of California, County of San Bernardino, located at the San Bernardino District – Civil Division, 247 West Third Street, Dept. S17, San Bernardino, CA 92415-0210 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys’ fees and costs and the Class Representative Service Payment to the Class Representative. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys’ fees and litigation costs shall be served and filed with this Court on or before _____. Plaintiff’s counsel must give notice to any objecting party of any continuance of the hearing of the motion for final approval.

30. If for any reason the Court does not execute and file a Final Approval Order and judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

31. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give

1 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

2 **IT IS SO ORDERED.**

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5 **DATE**

THE HONORABLE JOSEPH T. ORTIZ
SUPERIOR COURT JUDGE

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EXHIBIT F

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN BERNARDINO**
9 **(UNLIMITED JURISDICTION)**

10 MARGARITA PEREZ and MARIA DE LA
11 LUNA HUERTA on behalf of themselves and all
12 others similarly situated, and the general public,
13 and as “Aggrieved Employees” on behalf of
14 other “Aggrieved Employees” and the State of
15 California under the Labor Code Private
16 Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 WORKFORCE PERSONNEL, INC., California
20 Corporation; DIAMOND WIPES
21 INTERNATIONAL, INC., California
22 Corporation; and DOES 1–50, inclusive,

23 *Defendant(s).*

Case No. CIVSB2220822

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Action filed: September 19, 2022
Dept: 17, The Honorable Joseph
T. Ortiz

24 This matter came on for hearing on ____ at ____m. in Department S17 of the above-
25 captioned court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant
26 to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action
27 Settlement and Release of Claims (the “Settlement”) filed herewith which provides for a Gross
28 Settlement Amount (“GSA”) of up to \$340,000.00 in compromise of all disputed claims on behalf

1 of all individuals Defendant Workforce Personnel, Inc. (“Defendant”) employed at Diamond
2 Wipes International, Inc.’s Chino location as an hourly, non-exempt employee during the Class
3 Period of September 19, 2018 to the date of preliminary approval of this Settlement. All
4 capitalized terms used herein shall have the same meaning as defined in the Settlement.

5 In accordance with the Court’s prior Order Granting Preliminary Approval of Class
6 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
7 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
8 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
9 and the evidence and argument received by the Court in conjunction with the motions for
10 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
11 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
12 DETERMINATIONS¹:
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15 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
16 to the Action, including all Class Members. Pursuant to this Court’s Order Granting Preliminary
17 Approval of Class Action Settlement of ____, the Notice Packet was sent to each Class Member
18 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
19 Settlement, their right to receive their proportional share of the Settlement, their right to request
20 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
21 person or by counsel at the final approval hearing and be heard regarding final approval of the
22 Settlement. Adequate periods of time were provided by each of these procedures. No member of
23 the Settlement Class presented written objections to the proposed Settlement as part of this notice
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27 ¹ A true and correct copy of the Court’s ruling on the Motion for Final Approval of Class Action
28 Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference.

1 process, stated an intention to appear, or actually appeared at the final approval hearing.

2 2. For purposes of this Final Order and Judgment, the Class Members are all
3 individuals Defendant Workforce Personnel, Inc. employed at Diamond Wipes International,
4 Inc.'s Chino location as an hourly, non-exempt employee during the Class Period of September
5 19, 2018 to the date of preliminary approval of this Settlement.
6

7 3. The Court finds and determines that the notice procedure afforded adequate
8 protections to Class Members and provides the basis for the Court to make an informed decision
9 regarding final approval of the Settlement based on the responses of Class Members. The Court
10 finds and determines that the notice provided in this case was the best notice practicable, which
11 satisfied the requirements of law and due process as to all persons entitled to such notice.
12

13 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
14 resolution set forth in this Settlement will release and discharge the Released Claims by way of
15 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
16 of any kind by each and all of the Settlement Class Members (including participation to any extent
17 in any representative or collective action) against the Released Parties. This release will not take
18 effect until Defendant has paid the Gross Settlement Amount in full per this Settlement
19 Agreement.
20

21 **PAGA Release.** Plaintiff releases all claims for civil penalties that could have been
22 sought by the Labor Commissioner for the violations identified in Plaintiffs pre-filing letter to
23 the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee
24 unless such Aggrieved Employee is a Participating Class Member.

25 **"Released Claims"** shall mean all claims stated in the Operative Complaint and based
26 solely on the facts alleged in the Operative Complaint. **"Released Parties"** shall mean Defendant,
27

1 its officers, directors, employees and agents. “Released Parties” does not include Diamond Wipes
2 International Inc. or any of its officers, directors, employees or agents.

3 2. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
5 provisions of the Settlement, including the release of claims contained therein, should be and
6 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
7 according to its terms. As of the Effective Date of Settlement, and for the duration of the
8 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
9 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
10 against the Released Parties as fully set forth in the Settlement. No objections were received by
11 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
12 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
13 the Administrator and therefore is/are not in the Settlement Class.

14 3. The Court finds and determines that (a) the Settlement Shares to be paid to
15 Participating Class Members and (b) the LWDA payment as civil penalties under the California
16 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
17 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
18 final approval to, and orders the payment of, those amounts be made to the Participating Class
19 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
20 accordance with the terms of the Settlement.

21 4. The Court further grants final approval to and orders that the following payments
22 be made in accordance with the terms of the Settlement:

23 a. Class Counsel fees & costs of \$113,333.33 in attorneys’ fees and
24

1 \$ _____ in litigation costs to Class Counsel;

2 b. \$5,000.00 as a Class Representative Service Payment award payable to
3 Plaintiff Maria De La Luna Huerta for her service as a Class Representative;

4 c. \$12,000.00 in costs of the Administrator payable to Apex Class Action for
5 its services as the Administrator; and

6 d. Payment of \$3,750.00 (75% of the \$5,000.00 PAGA Penalties) to the
7 LWDA.
8

9 7. The settlement shall proceed as directed in the Settlement, and no payments
10 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
11 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
12 of all matters relating to the interpretation, administration, implementation, effectuation and
13 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
14 Court 3.769(h).
15

16 8. Defendant shall deposit the first Installment Payment of \$14,166.66 of the Gross
17 Settlement into an account controlled by the Administrator of the Settlement within 14 days of
18 this Final Order and Judgment. Thereafter, Defendant shall make 23 monthly contributions to the
19 account controlled by the Administrator 4. The next 22 Installment Payments shall also be in the
20 amount of \$14,166.66. the last Installment Payment shall be in the amount of \$ 14,166.82.
21 Defendant shall make each of the next 23 payments every 30 days thereafter. Defendant shall also
22 fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
23 funds to the Administrator for each distribution.
24

25 9. Other than its employer side payroll taxes, Defendant's payment of such sums
26 shall be the sole financial obligation of Defendant under the Settlement, and shall be in full
27

1 satisfaction of all claims released herein, including, without limitation, all claims for wages,
2 penalties, interest, attorneys' fees, costs and expenses.

3 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
4 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
5 Share check. After the expiration of the 180-day period, on Defendant's behalf, the Administrator
6 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
7 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
8 California Unclaimed Property Fund.

10 11. The Parties shall file a final accounting report by _____. A non-appearance case
11 review re submission of a final report is scheduled for _____ at _____.m. in Department S17.

12 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
13 Parties' obligations under the Settlement or hereunder, including the requirement that Defendant
14 deposits funds for distribution by the Administrator to Participating Class Members in accordance
15 with the Settlement.

17 13. The Court hereby enters final judgment in this case in accordance with the terms
18 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
19 Order and Judgment.

20 14. The Parties are hereby ordered to comply with the terms of the Settlement.

21 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
22 provided by the Settlement and this Final Order and Judgment.

24 16. The Settlement is not an admission by Defendant nor is this Final Order and
25 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant.
26 Furthermore, the Settlement is not a concession by Defendant and shall not be used as an
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1 admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and
2 Judgment, the Settlement, any document referred to herein, any exhibit to any document referred
3 to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related
4 to the Settlement are to be construed as, or deemed to be evidence of, or an admission or
5 concession with regard to, the denials or defenses of Defendant, and shall not be offered in
6 evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other
7 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and
8 Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other
9 papers and records on file in the Action may be filed in this Court or in any other litigation as
10 evidence of the settlement by Defendant to support a defense of res judicata, collateral estoppel,
11 release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.
12

13 17. This document shall constitute a Judgment for purposes of California Rule of
14 Court 3.769(h).
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16 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
17

18
19 **DATE**

THE HONORABLE JOSEPH T. ORTIZ
SUPERIOR COURT JUDGE

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I am an accredited translator registered with the American Translators Association and that I am certified/accredited to translate from the English language to the Spanish language. I further declare that I have translated the attached document (“Class Action and PAGA Settlement Agreement and Class Notice” Workforce Personnel, Inc.) from the English language to the Spanish language.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Blanca Edwards

BLANCA A. EDWARDS,
Member of the American Translator Association
Member No. 105357, since 01/10/2024

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3 THE SPIVAK LAW FIRM
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PMB 42554
5 West Hollywood, CA 90069
Teléfono: (213) 725-9094
6 Facsímil: (213) 634-2485

7 Abogados de las Demandantes y todas las demás personas en situación similar
8 (Abogados adicionales de las partes en la página siguiente)

9 **TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA**

10 **PARA EL CONDADO DE SAN BERNARDINO**

11 **(JURISDICCIÓN ILIMITADA)**

12 MARGARITA PEREZ y MARIA DE LA
13 LUNA HUERTA en nombre propio y en el de
todas las demás personas en situación similar, y
14 en el público en general, y como “Empleadas
Agravadas” en nombre de otros “Empleados
15 Agravados” y del Estado de California de
conformidad con la Ley de Abogados Generales
16 Privados del Código Laboral de 2004,

17 *Demandantes,*

18
19 vs.

20 WORKFORCE PERSONNEL, INC.,
corporación de California; DIAMOND WIPES
21 INTERNATIONAL, INC., corporación de
California; y DOES 1–50, inclusive,

22 *Demandado(s).*
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Caso No. CIVSB2220822

**ACUERDO DE LIQUIDACIÓN DE LA
ACCIÓN DE GRUPO Y PAGA Y EL
AVISO DEL GRUPO**

Acción interpuesta: Septiembre 19, 2022

Departamento: 17, El Honorable Joseph
T. Ortiz

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ABOGADOS ADICIONALES DE LAS DEMANDANTES

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Abogados de las Demandantes y todas las demás personas en una situación similar

ABOGADOS DE LOS DEMANDADOS

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Abogados del Demandado,
WORKFORCE PERSONNEL, INC.

1 El presente Acuerdo de Liquidación de la Acción de Grupo y PAGA (“Acuerdo”) se
2 celebra entre la demandante Maria De La Luna Huerta (“Demandante”), y el demandado
3 Workforce Personnel, Inc. (“Demandado”). El Acuerdo se refiere a la Demandante y al
4 Demandado colectivamente como “Partes” o individualmente como “Parte”.

1. DEFINICIONES.

5 1.1. “Acción” se refiere a la demanda por la Demandante por supuestas violaciones de
6 salarios y horas de trabajo contra Workforce Personnel, Inc. titulada “MARGARITA PEREZ y
7 MARIA DE LA LUNA HUERTA en nombre propio y en el de todas las demás personas en
8 situación similar, y en nombre del público en general, y como “Empleadas agraviadas” en nombre
9 de otros “Empleados agraviados” y del Estado de California de conformidad con la Ley de
10 Abogados Generales Privados del Código Laboral de 2004, *Demandante(s)*, contra
11 WORKFORCE PERSONNEL, INC., una corporación de California; DIAMOND WIPES
12 INTERNATIONAL, INC., una corporación de California; y DOES 1–50, inclusive,
13 *Demandado(s)*, Caso No. CIVSB2220822 iniciado el 19 de septiembre de 2022 y pendiente en
14 el Tribunal Superior del Estado de California, Condado de San Bernardino.

15 1.2. “Administrador” se refiere a Apex Class Action, la entidad neutral que las Partes han
16 acordado designar para administrar el Acuerdo.

17 1.3. “Pago de Gastos de Administración” se refiere al monto que se le pagará al
18 Administrador con cargo al Monto Bruto del Acuerdo para reembolsar sus honorarios y gastos
19 razonables de conformidad con la oferta de “no exceder” presentada por el Administrador ante
20 el Tribunal en relación con la Aprobación Preliminar del Acuerdo.

21 1.4. “Empleado Agraviado” se refiere a una persona empleada por Workforce Personnel,
22 Inc. en las instalaciones Diamond Wipes International, Inc. en su ubicación de Chino como
23 empleado por hora no exento durante el Período PAGA.

24 1.5. “Grupo” se refiere a todas las personas empleadas por Workforce Personnel, Inc. en
25 las instalaciones de Diamond Wipes International, Inc. en su ubicación de Chino como
26 empleados por hora no exentos durante el Período del Grupo.

27 1.6. “Abogado del Grupo” se refiere a David Glenn Spivak de The Spivak Law Firm y
28 Louis M. Benowitz de Benowitz Law Corporation.

1.7. “Pago de Honorarios del Abogado del Grupo” y “Pago de Gastos de Litigio del
Abogado del Grupo” se refieren a los montos asignados al Abogado del Grupo para el reembolso
de los honorarios y gastos razonables del abogado, respectivamente, incurridos para procesar la
Acción.

1 1.8. “Datos del Grupo” se refiere a la información de identificación de los Miembros del
2 Grupo en posesión del Demandado, incluido el nombre del Miembro del Grupo, la última
3 dirección postal conocida, el número de Seguro Social y el número de Semanas Laborales del
Período del Grupo y los Períodos de Pago de PAGA.

4 1.9. “Miembro del Grupo” o “Miembro de Grupo del Acuerdo” se refiere a un miembro
5 del Grupo, ya sea como Miembro del Grupo Participante o Miembro del Grupo No Participante
(incluido un Miembro del Grupo No Participante que reúna los requisitos para ser considerado
6 Empleado Agraviado).

7 1.10. “Búsqueda de direcciones de los Miembros del Grupo” se refiere a la
8 investigación y búsqueda por parte del Administrador de las direcciones postales actuales de
9 los Miembros del Grupo utilizando todas las fuentes, métodos y medios razonablemente
10 disponibles, incluidos, entre otros, la base de datos nacional de cambios de dirección, la
localización de personas y el contacto directo por parte del Administrador con los Miembros
del Grupo.

11 1.11. “Aviso del Grupo” se refiere al AVISO APROBADO POR EL TRIBUNAL
12 SOBRE EL ACUERDO DE LA ACCIÓN DE GRUPO Y LA FECHA DE LA AUDIENCIA
13 PARA LA APROBACIÓN FINAL DEL TRIBUNAL, que se enviará por correo a los
Miembros del Grupo en inglés con una traducción al español en el formulario, sin variación
sustancial, adjunto como Anexo A y está incorporado como referencia a este Acuerdo.

14 1.12. “Período del Grupo” se refiere al período comprendido entre el 19 de septiembre
de 2018 y la fecha de aprobación preliminar de este Acuerdo.

15 1.13. “Representante del Grupo” se refiere a Maria De La Luna Huerta, la demandante
16 nombrada en la demanda operativa en la Acción que solicita la aprobación del Tribunal para
actuar como Representante del Grupo.

17 1.14. “Pago de Servicios de Representante del Grupo” se refiere al pago que se le hace a
18 la Representante del Grupo por iniciar la Acción y proporcionar servicios en apoyo de la
Acción.

19 1.15. “Tribunal” se refiere al Tribunal Superior de California, Condado de San
20 Bernardino.

21 1.16. “Demandado” se refiere a Workforce Personnel, Inc.

22 1.17. “Abogado de la Defensa” se refiere a Gordon C. Strange del bufete Law Offices
of Gordon C. Strange.

23 1.18. “Fecha de entrada en vigor” se refiere a la fecha en la que hayan ocurrido las dos
24 circunstancias siguientes: (a) el Tribunal dicta una Sentencia sobre su Orden de Aprobación
Final del Acuerdo; y (b) la Sentencia es definitiva. La Sentencia es definitiva a partir de la
25 última de las siguientes circunstancias: (a) si ningún Miembro del Grupo Participante se opone
al Acuerdo, el día en que el Tribunal dicta la Sentencia; (b) si uno o más Miembros del Grupo
26 Participantes se oponen al Acuerdo, el día siguiente a la fecha límite para presentar un aviso de
apelación contra la Sentencia; o si se presenta una apelación oportuna contra la sentencia, el día
27 siguiente en que el Tribunal de apelación confirme la Sentencia y emita una remisión.

1 1.19. “Aprobación Final” se refiere a la orden del Tribunal que otorga la aprobación final
2 del Acuerdo.

3 1.20. “Audiencia de Aprobación Final” se refiere a la audiencia del Tribunal sobre la
4 Moción para la Aprobación Final del Acuerdo.

5 1.21. “Sentencia Final” se refiere a la Sentencia dictada por el Tribunal al Otorgar la
6 Aprobación Final del Acuerdo. Se adjunta como Anexo F, un formulario de la propuesta de la
7 Sentencia Final.

8 1.22. “Monto Bruto del Acuerdo” se refiere a \$340,000.00, que es el monto total que el
9 Demandado se compromete a pagar de conformidad con el presente Acuerdo, excepto lo
10 dispuesto en el Párrafo 9 más adelante. El Monto Bruto del Acuerdo se utilizará para pagar los
11 Pagos Individuales del Grupo, los Pagos Individuales de PAGA, el Pago de PAGA a la LWDA,
12 los Honorarios del Abogado del Grupo, los Gastos de Litigio del Abogado del Grupo, el Pago de
13 Servicios de Representante del Grupo y los Gastos de Administración. El Demandado pagará los
14 impuestos sobre la nómina que le corresponden como empleador, además del Monto Bruto del
15 Acuerdo.

16 1.23. “Pago Individual del Grupo” se refiere a la parte proporcional del Monto Neto del
17 Acuerdo que corresponde a cada Miembro del Grupo Participante, calculada en función del
18 número de Semanas Laborales trabajadas durante el Período del Grupo.

19 1.24. “Pago Individual de PAGA” se refiere a la parte proporcional del 25% de las
20 Sanciones PAGA que le corresponde al Empleado Agraviado, calculada en función del número
21 de Semanas Laborales trabajadas durante el Período PAGA.

22 1.25. “Sentencia” se refiere a la sentencia dictada por el Tribunal basada en la Aprobación
23 Final.

24 1.26. “LWDA” se refiere a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de
25 California, la agencia autorizada, según la sección 2699, subdivisión (i) del Código Laboral.

26 1.27. “Pago de PAGA a la LWDA” se refiere al 75% de las Sanciones de PAGA pagadas
27 a la LWDA en virtud de la sección 2699, subdivisión (i) del Código Laboral.

28 1.28. “Monto Neto del Acuerdo” se refiere al Monto Bruto del Acuerdo, menos los
siguientes pagos en los montos aprobados por el Tribunal: Pagos Individuales de PAGA, el Pago
de PAGA a la LWDA, el Pago de Servicios de Representante del Grupo, el Pago de Honorarios
del Abogado del Grupo, el Pago de Gastos de Litigios del Abogado del Grupo y el Pago de Gastos
de Administración. El resto se pagará a los Miembros del Grupo Participantes como Pagos
Individuales del Grupo.

1.29. “Miembro del Grupo No Participante” se refiere a cualquier Miembro del Grupo
que opte por excluirse del Acuerdo enviando al Administrador una Solicitud de exclusión válida
y oportuna.

1 1.30. “Paquete de Aviso” se refiere al Aviso del Grupo (Anexo A), el formulario de
2 Elección de No Participar en el Acuerdo (Anexo B), el formulario de Disputa de Semanas
3 Laborales (Anexo C) y el formulario de Objeción (Anexo D) en inglés con traducción al español.

4 1.31. “Período de Pago de PAGA” se refiere a cualquier Período de Pago durante el cual
5 un Empleado Agraviado trabajó para el Demandado durante al menos un día durante el Período
6 de PAGA.

7 1.32. “Período de PAGA” se refiere al período comprendido entre el 7 de septiembre de
8 2021 y la fecha de aprobación preliminar del presente Acuerdo.

9 1.33. “PAGA” se refiere a la Ley de Abogados Generales Privados Generales de
10 California (Código Laboral, secciones 2698 *et seq.*).

11 1.34. “Aviso de PAGA” se refiere a las cartas enviadas por Margarita Perez el 7 de
12 septiembre de 2022 y la Demandante Huerta el 22 de junio de 2025 al Demandado y a la LWDA,
13 en las que se les proporcionó un aviso de conformidad con la sección 2699.3, subdivisión (a) del
14 Código Laboral, colectivamente.

15 1.35. “Sanciones de PAGA” se refiere al monto total de las sanciones civiles de PAGA
16 que se pagarán del Monto Bruto del Acuerdo, asignándose el 25% a los Empleados Agraviados
17 (\$1,250.00) y el 75% a la LWDA (\$3,750.00) en concepto de la liquidación de las reclamaciones
18 PAGA.

19 1.36. “Miembro del Grupo Participante” se refiere a un Miembro del Grupo que no
20 presenta una Solicitud de Exclusión válida y oportuna del Acuerdo.

21 1.37. “Demandante” se refiere a María De La Luna Huerta, la demandante nombrada en
22 la Acción.

23 1.38. “Aprobación Preliminar” se refiere a la Orden del Tribunal que Otorga la
24 Aprobación Preliminar del Acuerdo.

25 1.39. “Orden de Aprobación Preliminar” se refiere a la propuesta de la Orden que Otorga
26 la Aprobación Preliminar y la Aprobación del Acuerdo PAGA. Se adjunta como Anexo E un
27 formulario de la propuesta de la Orden de Aprobación Preliminar.

28 1.40. “Reclamaciones del Grupo Exoneradas” se refiere a las reclamaciones que se
exoneran tal y como se describe en el Párrafo 6.2 más adelante.

1.41. “Reclamaciones PAGA Exoneradas” se refiere a las reclamaciones que se exoneran
tal y como se describe en el Párrafo 6.3 más adelante.

1.42. “Partes Exoneradas” se refiere al Demandado y cada uno de sus ejecutivos,
directores, empleados y agentes. Las “Partes Exoneradas” no incluyen a Diamond Wipes
International Inc. ni a ninguno de sus ejecutivos, directores, empleados o agentes.

1.43. “Solicitud de Exclusión” se refiere a la entrega por parte de un Miembro del Grupo
de una Solicitud de Exclusión por escrito y firmada por el Miembro del Grupo para ser excluido

del Acuerdo. Se adjunta como Anexo B el formulario de Elección de No Participar en el Acuerdo.

1.44. “Fecha Límite de Respuesta” se refiere a los sesenta (60) días después de que el Administrador envíe por correo el Aviso a los Miembros del Grupo y a los Empleados Agraviados, y será la última fecha en la que los Miembros del Grupo podrán: (a) enviar por fax, correo electrónico o correo postal una Solicitud de Exclusión del Acuerdo, o (b) enviar por fax, correo electrónico o correo postal su Objeción al Acuerdo. Los Miembros del Grupo a quienes se les vuelva a enviar el Paquete de Aviso después de haber sido devueltos no entregables al Administrador tendrán 14 días naturales adicionales después de que haya vencido la Fecha Límite de Respuesta.

1.45. “Liquidación” se refiere a la resolución de la Acción efectuada por el presente Acuerdo y la Sentencia.

1.46. “Semana Laboral” se refiere a cualquier semana durante la cual un Miembro del Grupo trabajó para el Demandado por lo menos un día durante el Período del Grupo.

1.47. Se adjunta como Anexo C el formulario de Disputa de Semana Laboral.

2. CONSIDERANDOS.

2.1. El 19 de septiembre de 2022, se inició esta Acción mediante la presentación de una Demanda en la que alegaba causas de acción contra el Demandado por no pagar salarios, por hacer deducciones salariales no autorizadas e ilegales, por no proporcionar períodos de comida, por no autorizar ni permitir períodos de descanso, por no emitir nóminas salariales adecuadas, por no indemnizar los gastos laborales, por no pagar los salarios a tiempo y por otras reclamaciones relacionadas. El 14 de noviembre de 2025, se presentó una Primera Demanda Modificada en la que se agregó a Huerta como demandante nombrada. La Primera Demanda Modificada es la demanda operativa en la Acción (la “Demanda Operativa”). El Demandado niega las alegaciones en la Demanda Operativa, niega cualquier incumplimiento de las leyes identificadas en la Demanda Operativa y niega toda responsabilidad por las causas de acción alegadas.

2.2. De conformidad con la sección 2699.3, subdivisión (a) del Código Laboral, la Demandante notificó por escrito y oportunamente al Demandado y a la LWDA mediante el envío del Aviso PAGA.

2.3. El 19 de marzo de 2025, las Partes, participaron en una mediación de un día completo presidida por Steve Mehta, *esq.* que dio lugar al presente Acuerdo para resolver la Acción.

2.4. Antes de la mediación, las partes obtuvieron, a través de un proceso informal de revelación de pruebas, el número de semanas laborales, el número de empleados comparables, el número de períodos de pago, las tasas de pago promedio, muestras de los registros de horarios, muestras de los registros de nóminas, las políticas escritas e información relacionada. La investigación de la Demandante fue suficiente para satisfacer los criterios de aprobación del tribunal establecidos en *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 y

1 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2 2.5. El Tribunal no ha otorgado la certificación del grupo.

3 2.6. Las Partes, el Abogado del Grupo y el Abogado de la Defensa manifiestan que no
4 tienen conocimiento de ningún otro asunto o acción pendiente que presente reclamaciones que
5 se extinguirán o se verán afectadas por este Acuerdo.

6 **3. TÉRMINOS MONETARIOS.**

7 3.1. Monto Bruto del Acuerdo. Salvo que se disponga lo contrario en el Párrafo 9 más
8 adelante, el Demandado se compromete a pagar \$340,000.00 y nada más como Monto Bruto del
9 Acuerdo y a pagar por separado todos los impuestos sobre la nómina que se adeuden por las
10 partes salariales de los Pagos Individuales del Grupo. El Demandado no tiene obligación de pagar
11 el Monto Bruto del Acuerdo (ni ningún impuesto sobre la nómina) antes de la fecha límite
12 establecida en el Párrafo 4.3 del presente Acuerdo. El Administrador desembolsará el Monto
13 Bruto del Acuerdo en su totalidad sin solicitar ni exigir a los Miembros del Grupo Participantes
14 ni a los Empleados Agraviados que presenten alguna reclamación como condición para el pago.
15 Ninguna parte del Monto Bruto del Acuerdo se devolverá al Demandado.

16 3.2. Pagos con cargo al Monto Bruto del Acuerdo. El Administrador realizará y deducirá
17 los siguientes pagos con cargo al Monto Bruto del Acuerdo, en los montos especificados por el
18 Tribunal en la Aprobación Final:

19 3.2.1. A la Demandante: Pago de Servicios de Representante del Grupo a la
20 Representante del Grupo el monto de no más de \$5,000.00 (además de su Pago Individual como
21 miembro del Grupo y su Pago Individual de PAGA que la Representante del Grupo tenga derecho
22 a recibir como Miembro del Grupo Participante). El Demandado no se opondrá a la solicitud de
23 la Demandante de un Pago de Servicios de Representante del Grupo que no exceda este monto.
24 Como parte de la Moción para el Pago de Honorarios del Abogado del Grupo y el Pago de Gastos
25 de Litigio del Grupo, la Demandante solicitará la aprobación del Tribunal para cualquier Pago
26 de Servicios de Representante del Grupo en un plazo máximo de 16 días hábiles antes de la
27 Audiencia de Aprobación Final. Si el Tribunal aprueba el Pago de Servicios de Representante
28 del Grupo inferior al monto solicitado, el Administrador retendrá el resto en el Monto Neto del
Acuerdo. El Administrador pagará el Pago de Servicios de Representante del Grupo utilizando
el Formulario 1099 del IRS. La Demandante asume toda responsabilidad y obligación por los
impuestos laborales adeudados sobre el Pago de Servicios de Representante del Grupo.

3.2.2. Al Abogado del Grupo: El Pago de Honorarios del Abogado del Grupo que
no supere un tercio del Monto Bruto del Acuerdo, que actualmente se estima en \$113,333.33 y

1 un Pago de Gastos de Litigio del Abogado del Grupo que no supere más de \$15,000.00. El
2 Demandado no se opondrá a las solicitudes de estos pagos, siempre que no superen estos montos.
3 La Demandante y/o el Abogado del Grupo presentarán una moción para el Pago de Honorarios
4 del Abogado del Grupo y el Pago de Gastos de Litigio del Grupo en un plazo máximo de 16 días
5 hábiles antes de la Audiencia de Aprobación Final. Si el Tribunal aprueba un Pago de Honorarios
6 del Abogado del Grupo y/o un Pago de Gastos de Litigio del Abogado del Grupo inferior a los
7 montos solicitados, el Administrador asignará el resto al Monto Neto del Acuerdo. Las Partes
8 Exoneradas no tendrán ninguna responsabilidad ante el Abogado del Grupo ni ante ningún otro
9 Abogado de la Demandante que surja por las reclamaciones relacionadas con las porciones
10 correspondientes al Pago de los Honorarios del Abogado del Grupo y/o al Pago de Gastos de
11 Litigio del Abogado del Grupo. El Administrador pagará el Pago de Honorarios del Abogado del
12 Grupo y el Pago de Gastos del Abogado del Grupo utilizando uno o más Formularios 1099 del
13 IRS. El Abogado del Grupo asumen toda la responsabilidad y obligación por los impuestos
adeudados sobre el Pago de Honorarios del Abogado del Grupo y el Pago de Gastos de Litigio
del Abogado del Grupo y exonera al Demandado de toda responsabilidad e indemniza al
Demandado de toda disputa o controversia relacionada con la división o el reparto de alguno de
estos Pagos.

14 3.2.3. Al Administrador: Un Pago de Gastos del administrador que no supere más
15 de \$12,000.00, excepto que se demuestre una causa justificada y según lo aprobado por el
16 Tribunal. En la medida en que los Gastos administrativos sean menores o el Tribunal apruebe un
pago inferior a \$12,000.00, el Administrador retendrá el resto en el Monto Neto del Acuerdo.

17 3.2.4. A cada Miembro del Grupo Participante: Un Pago Individual del Grupo
18 calculado (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales
19 trabajadas por todos los Miembros del Grupo Participantes durante el Período del Grupo y (b)
multiplicando el resultado por las Semanas Laborales de cada Miembro del Grupo Participante.

20 3.2.4.1. Asignación de Impuestos de Pagos Individuales del Grupo. El
21 33.33% del Pago Individual del Grupo de cada Miembro del Grupo Participante se asignará a la
22 liquidación de las reclamaciones salariales (la “Porción Salarial”). Las Porciones Salariales están
23 sujetas a retención fiscal y se declararán en el formulario W-2 del IRS. El 66.67% del Pago
24 Individual del Grupo de cada Miembro del Grupo Participante se asignará a la liquidación de las
25 reclamaciones por intereses y sanciones (la “Porción No Salarial”). Las porciones no salariales
no están sujetas a retenciones salariales y se declararán en los Formularios 1099 del IRS. Los
Miembros del Grupo Participantes asumen toda la responsabilidad y obligación de los impuestos
laborales adeudados sobre el Pago Individual del Grupo.

26 3.2.4.2. Efecto de los Miembros del Grupo No Participantes en el Cálculo
27 de los Pagos Individuales del Grupo. Los Miembros del Grupo No Participantes no recibirán

ningún Pago Individual del Grupo. El Administrador retendrá montos iguales a sus Pagos Individuales del Grupo en el Monto Neto del Acuerdo para distribuirlos entre los Miembros del Grupo Participantes de forma proporcional.

3.2.5. A la LWDA y a los Empleados Agraviados: Las sanciones de PAGA por un monto de \$5,000.00 que se pagarán del Monto Bruto del Acuerdo, con el 75% (\$3,750.00) asignado al Pago de PAGA a la LWDA y el 25% (\$1,250.00) asignado a los Pagos Individuales de PAGA.

3.2.5.1. El Administrador calculará cada Pago Individual de PAGA (a) dividiendo el monto de la participación del 25% de las sanciones de PAGA que corresponde a los Empleados Agraviados, \$1,250.00 entre el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Agraviados durante el Período de PAGA y (b) multiplicando el resultado por los Períodos de Pago de PAGA de cada Empleado Agraviado.

Los Empleados Agraviados asumen toda la responsabilidad y obligación por los impuestos adeudados sobre el Pago Individual PAGA.

3.2.5.2. Si el Tribunal aprueba las Sanciones de PAGA inferiores al monto solicitado, el Administrador asignará el resto al Monto Neto del Acuerdo. El Administrador declarará los Pagos Individuales de PAGA en los Formularios 1099 del IRS.

4. FINANCIACIÓN Y PAGOS DE LIQUIDACIÓN.

4.1. Semanas Laborales del Grupo y Períodos de Pago de los Empleados Agraviados. Basándose en una revisión de los registros h la fecha, el Demandado estima que hay 244 Miembros del Grupo que trabajaron colectivamente un total de 19,396 Semanas Laborales.

4.2. Datos del Grupo. En un plazo máximo de 15 días después de que el Tribunal otorgue la Aprobación Preliminar del Acuerdo, el Demandado entregará simultáneamente los Datos del Grupo al Administrador, en forma de hoja de cálculo de Microsoft Excel. Para proteger los derechos de privacidad de los Miembros del Grupo, el Administrador deberá mantener la confidencialidad de los Datos del Grupo, utilizar los Datos del Grupo únicamente para los fines del presente Acuerdo y para ningún otro fin, y restringir el acceso a los Datos del Grupo a los empleados del Administrador que necesiten acceso a los Datos del Grupo para poner en práctica y cumplir el presente Acuerdo. El Demandado tiene la obligación continua de notificar inmediatamente al Abogado del Grupo si descubre que los Datos del Grupo omiten información que identifica a los Miembros del Grupo y de proporcionar los Datos del Grupo corregidos o actualizados tan pronto como sea razonablemente posible. Sin ninguna extensión de la fecha límite en la que el Demandado envíe los Datos del Grupo al Administrador, las Partes y sus abogados harán todo lo posible, de buena fe, por reconstruir o resolver rápidamente cualquier

1 problema relacionado con los Datos del Grupo que falten o se hayan omitido.

2 4.3. Financiación del Monto Bruto del Acuerdo. El Demandado financiará íntegramente
3 el Monto Bruto del Acuerdo, asimismo financiará los montos necesarios para pagar íntegramente
4 la participación que le corresponde de los impuestos sobre la nómina, transfiriendo los fondos al
5 Administrador. El Demandado financiará el Monto Bruto del Acuerdo en 24 pagos a plazos
6 (cada uno denominado “Pago a Plazos”). El Demandado depositará el primer Pago a Plazos de
7 \$14,166.66 del Monto Bruto del Acuerdo, en una cuenta controlada por el Administrador del
8 Acuerdo dentro de los 14 días siguientes a la Aprobación Definitiva del Tribunal. Posteriormente,
9 el Demandado realizará 23 contribuciones mensuales a la cuenta controlada por el Administrador
10 4. Los siguientes 22 Pagos a Plazos también serán por un monto de \$14,166.66, siendo el último
11 Pago a Plazos por un monto de \$14,166.82. El Demandado realizará cada uno de los siguientes
12 23 pagos cada 30 días de ahí en adelante. El Demandado también financiará las cantidades
13 necesarias para pagar íntegramente la parte que le corresponde de los impuestos sobre la nómina,
14 transfiriendo los fondos al Administrador para cada distribución.

15 4.4. Pagos del Monto Bruto del Acuerdo. El Administrador realizará un total de dos
16 distribuciones. La primera distribución se realizará 14 días después de la Fecha de Entrada en
17 Vigor o después del Pago a Plazos número doce (12) (por un monto total de \$169,999.92), lo que
18 ocurra primero. La segunda y última distribución se realizará 14 días después del último pago
19 mensual del Pago a Plazos (por un monto total de \$170,000.08). Para cada distribución, el
20 Administrador enviará por correo cheques por las partes prorrateadas de los Pagos Individuales
21 del Grupo, todos los Pagos Individuales de PAGA, el Pago de PAGA a la LWDA, el Pago de
22 Gastos de Administración, el Pago de Honorarios del Abogado del Grupo, el Pago de Gastos de
23 Litigio del Abogado del Grupo y el Pago de Servicios del Representante del Grupo. El
24 desembolso del Pago de Honorarios del Abogado del Grupo, el Pago de Gastos de Litigio del
25 Abogado del Grupo y el Pago de Servicios del Representante del Grupo de cada distribución no
26 precederá al desembolso de los Pagos Individuales del Grupo y los Pagos Individuales de PAGA.

27 4.4.1. El Administrador emitirá cheques correspondientes a los Pagos Individuales del
28 Grupo y/o los Pagos Individuales de PAGA y los enviará a los Miembros del Grupo por correo
postal de primera clase de Estados Unidos (First Class U.S. Mail), con franqueo prepago. En
el anverso de cada cheque se indicará de forma destacada la fecha (no menos de 180 días después
de la fecha de envío) en la que se anulará el cheque. El Administrador cancelará todos los cheques
no se hayan cobrado antes de la fecha de anulación. El Administrador enviará cheques
correspondientes a los Pagos Individuales de Liquidación a todos los Miembros del Grupo
Participantes (incluidos aquellos cuyo Paquete de Aviso haya sido devuelto sin entregar). El
Administrador enviará cheques correspondientes a los Pagos Individuales de PAGA a todos los

1 Empleados agraviados, incluidos los Miembros del Grupo no participantes que califiquen como
2 Empleados agraviados (incluidos aquellos cuyo Paquete de Aviso haya sido devuelto por no
3 haberse podido entregar). El Administrador puede enviar a los Miembros del Grupo Participantes
4 un solo cheque que combine el Pago Individual del Grupo y el Pago Individual de PAGA. Antes
5 de enviar los cheques por correo postal, el Administrador debe actualizar las direcciones
6 postales de los destinatarios utilizando la Base de Datos Nacional de Cambios de Dirección.

7 4.4.2. El Administrador deberá realizar una Búsqueda de Direcciones de todos los demás
8 Miembros del Grupo cuyos cheques hayan sido devueltos por no haberse podido entregar y sin
9 dirección de reenvío del Servicio Postal de los Estados Unidos (USPS). En un plazo de siete (7)
10 días a partir de la recepción de un cheque devuelto, el Administrador deberá volver a enviar los
11 cheques por correo a la dirección de reenvío de USPS proporcionada o a una dirección obtenida
12 mediante la Búsqueda de Direcciones de los Miembros del Grupo. El Administrador no tendrá
13 que tomar medidas adicionales para entregar los cheques a los Miembros del Grupo cuyos
14 cheques reenviados por correo sean devueltos por no haberse podido entregar. El Administrador
15 enviará de inmediato un cheque de reemplazo a los Miembros del Grupo cuyo cheque original
16 se haya perdido o extraviado, siempre que lo soliciten antes de la fecha de anulación.

17 4.4.3. Para los Miembros del Grupo cuyo cheque de Pago Individual del Grupo o cheque
18 de Pago Individual de PAGA no se haya cobrado y se haya cancelado después de la fecha de
19 anulación, el Administrador transferirá los fondos representados por dichos cheques al Fondo de
20 Propiedad No Reclamada de la Contraloría de California a nombre del Miembro del Grupo, sin
21 dejar ningún “saldo pendiente” sujeto a los requisitos la Sección 384, subdivisión (b) del Código
22 de Procedimiento Civil de California.

23 4.4.4. El pago de Pagos Individuales del Grupo y los Pagos Individuales de PAGA no
24 obligarán al Demandado a conferir ningún beneficio adicional ni a realizar ningún pago adicional
25 a los Miembros del Grupo (como contribuciones al plan 401(k) o bonificaciones) que no sean los
26 especificados en el presente Acuerdo.

27 **5. [OMITIDO]**

28 **6. EXONERACIÓN DE RECLAMACIONES.** A partir de la fecha en que el Demandado
haya financiado íntegramente el Monto Bruto del Acuerdo y todos los impuestos sobre la nómina
del empleador adeudados sobre la Porción Salarial de los Pagos Individuales del Grupo, el
Demandante, los Miembros del Grupo y el Abogado del Grupo exonerarán las reclamaciones
contra todas las Partes Exoneradas de la siguiente manera:

6.1 Exoneración de la Demandante. La Demandante a título individual y en nombre y
representación de sus respectivos anteriores y presentes cónyuges, representantes, agentes,
abogados, herederos, administradores, sucesores y cesionarios en general, exoneran y liberan a
las Partes Exoneradas de todas reclamaciones, transacciones o incidente ocurridos durante el
Período del Grupo, incluyendo, entre otros: (a) todas las reclamaciones que se alegaron, o que

1 razonablemente podrían haberse alegado, basadas en los hechos contenidos en la Demanda
2 Operativa y (b) todas las reclamaciones PAGA que se alegaron, o que razonablemente podrían
3 haberse alegado, basadas en los hechos contenidos en la Demanda Operativa, el Aviso PAGA de
4 la Demandante o que se determinaron durante la Acción y se exoneraron de conformidad con el
5 párrafo 6.3 más adelante (“Exoneración de la Demandante”). La Exoneración de la Demandante
6 no se extiende a ninguna reclamación o acción para hacer cumplir este Acuerdo, ni a ninguna
7 reclamación por beneficios adquiridos, beneficios de desempleo, beneficios por discapacidad,
8 beneficios de seguro social, beneficios de compensación laboral que surgieron en cualquier
9 momento o basados en los hechos ocurridos fuera del Período del Grupo. La Demandante
10 reconoce que puede descubrir hechos o leyes diferentes o adicionales a los hechos o leyes que
11 ahora conoce o cree que son ciertos, pero acepta, no obstante, que la exoneración de la
12 demandante será y seguirá siendo efectiva en todos los aspectos, independientemente de dichos
13 hechos diferentes o adicionales o del descubrimiento de estos por parte del Demandante. Esta
14 exoneración no se aplica a Diamond Wipes International, Inc., ni a ninguno de sus ejecutivos,
15 directores, empleados o agentes.

16 6.1.1 Renuncia de la Demandante a los derechos que le asisten en virtud de la Sección
17 1542 del Código Civil de California. A los efectos de la Exoneración de la Demandante, la
18 Demandante renuncia expresamente a las disposiciones, derechos y beneficios, si los hubiera, de
19 la sección 1542 del Código Civil de California, que dice lo siguiente:

20 **Una exoneración general no se extiende a las reclamaciones que el acreedor o la parte**
21 **que exonera no conozca ni sospeche que existen a su favor en el momento de firmar la**
22 **exoneración, y que, de haberlas conocido, habrían afectado de manera sustancial su**
23 **acuerdo con el deudor o la Parte Exonerada.**

24 6.2 Exoneración de los Miembros del Grupo Participantes: Todos los Miembros del
25 Grupo Participantes, en nombre propio y en el de sus respectivos anteriores y presentes
26 representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios eximen a
27 las Partes Exoneradas de todas las reclamaciones establecidas en la Denuncia Operativa y las
28 reclamaciones basadas únicamente en los hechos alegados en la Denuncia Operativa. Salvo lo
establecido en el párrafo 6.3 de este Acuerdo, los Miembros del Grupo Participante no renuncian
a ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido
injustificado, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo,
discapacidad, seguro social, compensación laboral o reclamaciones basadas en hechos ocurridos
fuera del Período del Grupo. Esta exoneración no se aplica a Diamond Wipes International, Inc.,
ni a ninguno de sus ejecutivos, directores, empleados o agentes.

6.3 Exoneración de la Reclamaciones de PAGA. La Demandante exonera todas las
reclamaciones por sanciones civiles que el Comisionado Laboral podría haber interpuesto por las

1 violaciones identificadas en su carta previa a la presentación de la Demandante ante la LWDA.
2 La Demandante no renuncia a la reclamación por salarios o daños y perjuicios de ningún
3 Empleado Agraviado, a menos que dicho Empleado Agraviado sea Miembro del Grupo
4 Participante. Esta exoneración no se aplica a Diamond Wipes International, Inc. ni a ninguno de
sus ejecutivos, directores, empleados o agentes.

5 **7. MOCIÓN PARA LA APROBACIÓN PRELIMINAR.** La Demandante preparará y
6 presentará una moción para la aprobación preliminar (“Moción para la Aprobación Preliminar”).
Se adjunta como Anexo E un modelo de Orden de Aprobación Preliminar.

7 7.1 El Abogado de la Defensa y el Demandado declaran que no tienen conocimiento de
8 ningún otro asunto o acción pendiente en el que se reclamen derechos que se extinguirán o se
verán afectados negativamente por el Acuerdo.

9 7.2 Responsabilidades de la Demandante. La Demandante preparará y entregará al
10 Abogado de la Defensa todos los documentos necesarios para obtener la Aprobación Preliminar,
11 incluidos: (i) una redacción del aviso, y un memorando de apoyo de la Moción para la
12 Aprobación Preliminar que incluye un análisis del Acuerdo según *Dunk/Kullar* y una solicitud
13 de aprobación del Acuerdo PAGA según la sección 2699, subdivisión (f)(2)) del Código Laboral;
14 (ii) una redacción de la propuesta de la Orden que Otorga la Aprobación Preliminar y la
15 Aprobación del Acuerdo de PAGA; (iii) una redacción de la propuesta del Paquete de Aviso; (iv)
16 una declaración firmada por el Administrador en la que adjunte su oferta de “no exceder” para
17 administrar el Acuerdo y que certifique su disposición a prestar sus servicios, su competencia y
18 los procedimientos operativos para proteger la seguridad de los Datos del Grupo; los montos de
19 cobertura del seguro por cualquier violación de la seguridad de los datos, malversación de fondos
20 u otra mala conducta; todos los hechos relevantes para cualquier conflicto de intereses real o
21 potencial con los Miembros del Grupo; y la naturaleza y el alcance de cualquier relación
22 financiera con la Demandante, el Abogado del Grupo o el Abogado de la Defensa; (v) una
23 declaración firmada por la Demandante que confirme la voluntad y competencia para notificar y
24 divulgar todos los hechos relevantes para cualquier conflicto de intereses real o potencial con los
Miembros del Grupo y/o el Administrador; y (vi) una declaración firmada por cada bufete de
Abogados del Grupo que atestigüe su competencia para representar a los Miembros del Grupo;
su transmisión oportuna a la LWDA de todos los documentos de PAGA necesarios (notificación
inicial de violaciones (sección 2699.3, subdivisión (a) del Código Laboral), Demanda Operativa
(sección 2699, subdivisión (l)(1) del Código Laboral), el presente Acuerdo (sección 2699,
subdivisión (l)(2) del Código Laboral).

25 7.3 Responsabilidades del Abogado. El Abogado del Grupo y el Abogado de la Defensa
26 son responsables conjuntamente de finalizar y presentar con rapidez la Moción para la
27 Aprobación Preliminar en un plazo máximo de 30 días después de la firma íntegra del presente

1 Acuerdo; obtener una fecha de audiencia inmediata de la Moción para la Aprobación Preliminar;
2 y para comparecer en el Tribunal para defender la Moción para la Aprobación Preliminar. El
3 Abogado del Grupo es responsable de entregar la Aprobación Preliminar del Tribunal al
Administrador.

4 7.4 Obligación de cooperación. Si las Partes no están conformes con algún aspecto de la
5 propuesta de la Moción para la Aprobación Preliminar y/o las declaraciones y documentos de
6 apoyo, el Abogado del Grupo y el Abogado de la Defensa trabajarán conjuntamente en nombre
7 de las Partes, reuniéndose en persona o por teléfono, y de buena fe, para resolver el desacuerdo.
8 Si el Tribunal no concede la Aprobación Preliminar o condiciona la Aprobación Preliminar a
9 cualquier cambio sustancial en este Acuerdo, el Abogado del Grupo y el Abogado de la Defensa
10 trabajarán conjuntamente de forma inmediata en nombre de las Partes, reuniéndose en persona o
por teléfono, y de buena fe, para modificar el Acuerdo y satisfacer así las preocupaciones del
Tribunal.

11 **8. ADMINISTRACIÓN DEL ACUERDO.**

12 8.1 Selección del Administrador. Las Partes han seleccionado conjuntamente a Apex
13 Class Action para que actúe como Administrador y han verificado que, como condición para su
14 nombramiento, Apex Class Action acepta quedar vinculado por el presente Acuerdo y cumplir,
15 en calidad de fiduciario, todas las obligaciones especificadas en el presente Acuerdo a cambio
16 del pago de Gastos de Administración. Las Partes y sus Abogados declaran que no tienen ningún
17 interés ni relación, financiera o de otro tipo, con el Administrador, salvo la relación profesional
derivada de experiencias previas en la administración de acuerdos.

18 8.2 Número de Identificación Patronal. El Administrador deberá tener y utilizar su propio
19 Número de Identificación Patronal para calcular las retenciones de impuestos sobre la nómina y
proporcionar informes a las autoridades fiscales estatales y federales.

20 8.3 Fondo de liquidación calificado. El Administrador establecerá un fondo de
21 liquidación que cumpla con los requisitos de un Fondo de Liquidación Calificado (“QSF”) según
la sección 468B-1 del Reglamento del Tesoro de los Estados Unidos.

22 8.4 Aviso a los Miembros del Grupo.

23 8.4.1 En un plazo máximo de tres (3) días hábiles después de la recepción de los Datos
24 del Grupo, el Administrador notificará al Abogado del Grupo que se ha recibido la lista e indicará
25 el número de Miembros del Grupo, Miembros de PAGA, Semanas laborales y Períodos de Pago
que aparecen en los Datos del Grupo.

26 8.4.2 Haciendo todo lo posible por actuar lo antes posible, y en ningún caso más tarde de

1 14 días después de recibir los Datos del Grupo, el Administrador enviará a todos los Miembros
2 del Grupo identificados en los Datos del Grupo, por correo postal de primera clase del Servicio
3 Postal de los Estados Unidos (“USPS”), el Paquete de Aviso con traducción al español,
4 sustancialmente en los formularios adjuntos a este Acuerdo como **Anexos A, B, C y D**. La
5 primera página del Aviso del Grupo deberá incluir de forma destacada una estimación de los
6 montos en dólares de cualquier Pago Individual del Grupo y/o Pago Individual de PAGA
7 pagadero a los Miembros del Grupo, así como el número de Semanas Laborales y Períodos de
8 Pago de PAGA (si corresponde) utilizados para calcular estos montos. Antes de enviar por correo
9 postal los Paquetes de Aviso, el Administrador actualizará las direcciones de los Miembros del
10 Grupo utilizando la base de datos nacional de cambios de dirección.

11 8.4.3 En un plazo máximo de tres (3) días hábiles después de que el Administrador reciba
12 cualquier Paquete de Aviso devuelto por el Servicio Postal de los Estados Unidos (USPS) como
13 no entregado, el Administrador volverá a enviar el Paquete de Aviso utilizando cualquier
14 dirección de reenvío proporcionada por USPS. Si el USPS no proporciona una dirección de
15 reenvío, el Administrador realizará una Búsqueda de Direcciones de los Miembros del Grupo y
16 volverá a enviar por correo postal el Paquete de Aviso a la dirección más reciente obtenida. El
17 Administrador no tiene la obligación de realizar más intentos para localizar o enviar el Paquete
18 de Aviso a los Miembros del Grupo cuyo Paquete de Aviso haya sido devuelto por el USPS por
19 segunda vez.

20 8.4.4 Los plazos para las objeciones por escrito de los Miembros del Grupo, las
21 impugnaciones de las Semanas Laborales y/o los Períodos de Pago de PAGA (disputas) y las
22 Solicitudes de Exclusión se ampliarán 14 días adicionales además de los 60 días previstos en el
23 Aviso del Grupo para todos los Miembros del Grupo cuyo aviso se vuelva a enviar por correo
24 postal. El Administrador informará al Miembro del Grupo de la ampliación del plazo con el
25 Paquete de Aviso que se vuelva a enviar por correo postal.

26 8.4.5 Si el Administrador, el Demandado o el Abogado del Grupo son contactados por
27 personas o si descubren a personas que creen que deberían haber sido incluidas en los Datos del
28 Grupo y deberían haber recibido el Paquete de Aviso, las Partes se reunirán y consultarán
rápidamente, en persona o por teléfono, y de buena fe, con el fin de acordar si incluirlas como
Miembros del Grupo. Si las Partes así lo acuerdan, dichas personas serán Miembros del Grupo
con los mismos derechos que los demás Miembros del Grupo, y el Administrador les enviará,
por correo electrónico o mensajería de entrega al día siguiente, un Aviso del Grupo en el que se
les requerirá que ejerzan las opciones previstas en el presente Acuerdo en un plazo máximo de
14 días después de la recepción del Aviso del Grupo, o en las fechas límite del Aviso del Grupo,
lo que sea posterior.

25 8.5 Solicitudes de Exclusión (exclusión voluntaria).

26 8.5.1 Los Miembros del Grupo que deseen excluirse (exclusión voluntaria) del
27 Acuerdo del Grupo deberán enviar al Administrador, por fax, correo electrónico o correo postal,
28

1 una Solicitud de Exclusión por escrito y firmada en un plazo máximo de 60 días después de la
2 fecha en que el Administrador envíe por correo el Paquete de Aviso (más 14 días adicionales
3 para los Miembros del Grupo cuyo Paquete de Aviso se vuelva a enviar por correo postal). Una
4 Solicitud de Exclusión es una carta de un Miembro del Grupo o de su representante en la que se
5 comunica de forma razonable la decisión del Miembro del Grupo de ser excluido del Acuerdo y
6 que incluye el nombre, la dirección postal y la dirección de correo electrónico o el número de
7 teléfono del Miembro del Grupo. Para que sea válida, la Solicitud de Exclusión debe enviarse
8 por fax, correo electrónico o por correo con el sello postal correspondiente antes de la fecha límite
9 de respuesta. Usted puede utilizar el formulario de Elección de No Participar en el Acuerdo
10 adjunto como Anexo B, pero no es obligatorio.

11 8.5.2 El Administrador no podrá rechazar una Solicitud de Exclusión como no
12 válida porque no contiene toda la información especificada en el Aviso del Grupo. El
13 Administrador aceptará toda Solicitud de Exclusión como válida si el Administrador puede
14 determinar razonablemente la identidad de la persona como Miembro del Grupo y el deseo del
15 Miembro del Grupo de ser excluido del Acuerdo. La determinación del Administrador será
16 definitiva y no podrá ser objeto de apelación ni impugnación. Si el Administrador tiene motivos
17 suficientes para cuestionar la autenticidad de una Solicitud de Exclusión, el Administrador puede
18 exigir pruebas adicionales de la identidad del Miembro del Grupo.

19 La determinación de autenticidad por parte del Administrador será definitiva y no podrá ser
20 objeto de apelación ni de ningún otro tipo de impugnación.

21 8.5.3 Todo Miembro del Grupo que no entregue una Solicitud de Exclusión válida y
22 oportuna se considerará Miembro del Grupo Participante según el presente Acuerdo, con derecho
23 a todos los beneficios y sujeto a todos los términos y condiciones del Acuerdo, incluidas las
24 Exoneraciones de los Miembros del Grupo Participantes estipuladas en los párrafos 6.2 y 6.3 del
25 presente Acuerdo, independientemente de si el Miembro del Grupo Participante recibe
26 efectivamente el Aviso del Grupo o se opone al Acuerdo.

27 8.5.4 Todo Miembro del Grupo que entregue una Solicitud de Exclusión válida y
28 oportuna se considerará Miembro del Grupo No Participante y no recibirá ningún Pago Individual
del Grupo ni tendrá derecho a oponerse a los componentes de la acción de grupo del Acuerdo.
Los Empleados Agraviados tienen derecho a un Pago Individual PAGA.

8.6 Impugnaciones del Cálculo de las Semanas Laborales. Cada Miembro del Grupo
tendrá 60 días después de que el Administrador envíe por correo el Paquete de Aviso (más 14
días adicionales para los Miembros del Grupo cuyo Paquete de Aviso se vuelva a enviar por
correo) para impugnar el número de Semanas Laborales del Grupo y los Períodos de Pago de
PAGA (si los hubiera) asignados al Miembro del Grupo en el Aviso del Grupo. Esto también se
conoce como disputa. Usted puede utilizar el formulario de Disputa de la Semana Laboral adjunto
como Anexo C, para este fin, pero no es obligatorio. El Miembro del Grupo puede impugnar la
asignación comunicándose con el Administrador por fax, correo electrónico o correo

1 postal. El Administrador debe animar al Miembro del Grupo que impugna la asignación a
2 entregar la documentación de respaldo. En falta de documentación que indique lo contrario, el
3 Administrador tiene derecho a suponer que las Semanas Laborales que se incluyen en el Aviso
4 del Grupo son correctas, siempre y cuando sean coherentes con los Datos del Grupo. La
5 determinación del Administrador de la asignación de Semanas laborales y/o Períodos de Pago de
6 PAGA por parte de cada Miembro del Grupo será definitiva y no podrá apelarse ni impugnarse
7 de ninguna manera. El Administrador deberá proporcionar de inmediato copias de todas las
8 impugnaciones al cálculo de las Semanas Laborales y/o los Períodos de Pago de PAGA al
9 Abogado de la Defensa y al Abogado del Grupo, así como la determinación del Administrador
10 sobre las impugnaciones.

8.7 Objeciones al Acuerdo.

9 8.7.1 Sólo los Miembros del Grupo Participantes pueden oponerse a los
10 componentes de la acción de grupo del Acuerdo y/o del presente Acuerdo, incluida la
11 impugnación de la imparcialidad del Acuerdo y/o los montos solicitados para el Pago de
12 Honorarios del Abogado del Grupo, el Pago de Gastos de Litigio del Abogado del Grupo y/o el
13 Pago de Servicios de Representante del Grupo.

14 8.7.2 Los Miembros del Grupo Participantes pueden enviar objeciones por escrito
15 al Administrador, por fax, correo electrónico o correo postal. Como alternativa, los Miembros
16 del Grupo Participantes pueden comparecer en el Tribunal (o contratar a un abogado para que
17 comparezca en el Tribunal) para presentar objeciones verbales en la Audiencia de Aprobación
18 Final. Un Miembro del Grupo Participante que decida enviar una objeción por escrito al
19 Administrador debe hacerlo en un plazo máximo de 60 días después de la fecha de envío por
20 correo del Paquete de Aviso por parte del Administrador (más 14 días adicionales para los
21 Miembros del Grupo cuyo Paquete de Aviso se haya vuelto a enviar por correo). Usted puede
22 utilizar el formulario de Objeción adjunto como Anexo D, para este fin, pero no es obligatorio.

23 8.7.3 Los Miembros del Grupo No Participantes no tienen derecho a oponerse a
24 ninguno de los componentes de la acción de grupo del Acuerdo.

25 8.8 Obligaciones del Administrador. El Administrador tiene la obligación de realizar y
26 cumplir todas las tareas que le correspondan según lo establecido en el en el presente Acuerdo o
27 en cualquier otro documento.

28 8.8.1 Sitio web, dirección de correo electrónico y número gratuito. El
Administrador creará, mantendrá y utilizará un sitio web de Internet para publicar información
de interés para los Miembros del Grupo, incluida la fecha, la hora y el lugar de la Audiencia de
Aprobación Final y copias del Acuerdo de Liquidación, la Moción para la Aprobación Preliminar,
la Aprobación Preliminar, el Paquete de Aviso, la Moción para la Aprobación Final, la Moción
para el Pago de Honorarios del Abogado del Grupo, el Pago de Gastos de Litigio del Abogado
del Grupo y Pago de Servicios de Representante del Grupo, la Aprobación Final y la Sentencia.
El Administrador también mantendrá y supervisará una dirección de correo

1 electrónico y un número de teléfono gratuito para recibir llamadas, faxes y correos electrónicos
2 de los Miembros del Grupo.

3 8.8.2 Solicitudes de Exclusión (exclusión voluntaria) y Lista de Exclusión. El
4 Administrador revisará oportunamente y de manera continua las Solicitudes de Exclusión para
5 determinar su validez. En un plazo máximo de cinco (5) días después del vencimiento de la fecha
6 límite para enviar las Solicitudes de Exclusión, el Administrador enviará por correo electrónico
7 una lista al Abogado del Grupo y al Abogado de la Defensa que incluya (a) los nombres y otra
8 información identificativa de los Miembros del Grupo que hayan entregado oportunamente
9 Solicitudes de Exclusión válidas (“Lista de Exclusión”); (b) los nombres y otra información
10 identificativa de los Miembros del Grupo que hayan entregado Solicitudes de Exclusión no
11 válidas; (c) copias de todas las Solicitudes de Exclusión del Acuerdo enviadas (ya sean válidas o
12 no válidas).

13 8.8.3 Informes Semanales. El Administrador deberá proporcionar semanalmente
14 informes por escrito al Abogado del Grupo y al Abogado de la Defensa en los que, entre otras
15 cosas, se contabilice el número de: Paquetes de Aviso enviados por correo o reenviados por
16 correo, Paquetes de Aviso devueltos por no haberse podido entregar, Solicitudes de Exclusión
17 (válidas o no válidas) recibidas, objeciones recibidas, impugnaciones de Semanas Laborales y/o
18 Períodos de Pago de PAGA recibidas y/o resueltas, y cheques enviados por correo para los Pagos
19 Individuales del Grupo y los Pagos Individuales de PAGA (“Informe Semanal”). Los Informes
20 Semanales deben incluir la evaluación del Administrador de la validez de las Solicitudes de
21 Exclusión y adjuntar copias de todas las Solicitudes de Exclusión y objeciones recibidas.

22 8.8.4 Impugnaciones de la Semana Laboral y/o del Período de Pago. El
23 Administrador tiene la facultad de abordar y tomar decisiones finales, de conformidad con los
24 términos de este Acuerdo, en cuanto a todas las impugnaciones de los Miembros del Grupo
25 relacionadas con el cálculo de las Semanas Laborales y/o los Períodos de Pago. La decisión del
26 Administrador será definitiva y no podrá ser objeto de apelación ni de impugnación.

27 8.8.5 Declaración del Administrador. En un plazo máximo de 14 días antes de la
28 fecha en que la Demandante debe presentar la Moción para la Aprobación Final del Acuerdo, el
Administrador proporcionará al Abogado del Grupo y al Abogado de la Defensa, una declaración
firmada que pueda presentarse ante el Tribunal y que certifique su debida diligencia y el
cumplimiento de todas sus obligaciones conforme al presente Acuerdo, incluyendo, entre otras
cosas, el envío por correo postal de los Paquetes de Aviso, los Paquetes de Aviso devueltos por
no haberse podido entregar, el reenvío de los Paquetes de Aviso, los intentos de localizar a los
Miembros del Grupo, el número total de Solicitudes de Exclusión del Acuerdo recibidas (tanto
válidas como no válidas), el número de objeciones por escrito y adjuntará la lista de exclusiones.
El Administrador complementará su declaración según sea necesario o según lo soliciten las
Partes y/o el Tribunal. El Abogado del Grupo se encargará de presentar la declaración(es) del
Administrador ante el Tribunal.

1 8.8.6 Informe Final del Administrador. En un plazo de 10 días después de que el
2 Administrador haya desembolsado todos los fondos del Monto Bruto del Acuerdo, el
3 Administrador proporcionará al Abogado del Grupo y al Abogado de la Defensa un informe final
4 en el que se detallarán los desembolsos, únicamente por número de identificación de empleado,
5 de todos los pagos realizados conforme al presente Acuerdo. Al menos 15 días antes de cualquier
6 fecha límite establecida por el Tribunal, el Administrador preparará y entregará al Abogado del
7 Grupo y al Abogado de la Defensa una declaración firmada que pueda presentarse ante el
8 Tribunal y que certifique el desembolso de todos los pagos requeridos conforme al presente
9 Acuerdo. El Abogado del Grupo es responsable de presentar la declaración del Administrador
10 ante el Tribunal.

9 **9. ESTIMACIONES DEL TAMAÑO DEL GRUPO y CLÁUSULA DE AJUSTE.**

10 Basándose en sus registros, el Demandado estima que, a la fecha de este Acuerdo de Transacción,
11 (1) hay 244 Miembros del Grupo y 19,396.00 Semanas Laborales Totales durante el Período del
12 Grupo. Si las Semanas Laborales y/o los Miembros del Grupo a la fecha en que el Tribunal
13 aprueba el acuerdo superan las 19,396.00 Semanas Laborales y/o los 244 Miembros del Grupo
14 referidos en más de un 10.00%, el Monto Bruto del Acuerdo, incluyendo el Pago de Honorarios
15 del Abogado del Grupo, el Pago de Servicios del Representante del Grupo y el Pago a la LWDA,
aumentará proporcionalmente en función del número de Semanas Laborales o Miembros del
Grupo adicionales, lo que resulte en un aumento mayor del Monto Bruto del Acuerdo.

16 **10. DERECHO DEL DEMANDADO A RETIRARSE.** Si el número de Solicitudes de
17 Exclusión válidas identificadas en la Lista de Exclusión supera el 10.00% del total de todos los
18 Miembros del Grupo, el Demandado puede, pero no está obligado, optar por retirarse del Acuerdo.
19 Las Partes acuerdan que, si el Demandado se retira, el Acuerdo será nulo *ab initio*, no tendrá
20 validez ni efecto alguno, y ninguna de las Partes tendrá ninguna obligación adicional para cumplir
21 con este Acuerdo; sin embargo, el Demandado siga siendo responsable de pagar todos los Gastos
22 de Administración del Acuerdo incurridos hasta ese momento. El Demandado debe notificar al
23 Abogado del Grupo y al Tribunal su decisión de retirarse en un plazo máximo de siete (7) días
después de que el Administrador envíe la Lista de Exclusión final al Abogado de la Defensa; las
decisiones tardías no tendrán efecto alguno.

24 **11. MOCIÓN PARA LA APROBACIÓN FINAL.** En un plazo máximo de 16 días hábiles
25 antes de la Audiencia de Aprobación Final programada, la Demandante presentará ante el
26 Tribunal, una moción para la aprobación final del Acuerdo que incluye una solicitud de
27 aprobación del acuerdo PAGA de conformidad con la sección 2699, subdivisión (1) del Código

1 Laboral, una propuesta de la Orden de Aprobación Final y una propuesta de la Sentencia
2 (colectivamente, “Moción para la Aprobación Final”). La Demandante proporcionará
3 redacciones de estos documentos al Abogado de la Defensa antes de presentar la Moción para la
4 Aprobación Final. El Abogado del Grupo y el Abogado de la Defensa se reunirán y consultarán
5 con prontitud, en persona o por teléfono, y de buena fe, para resolver cualquier desacuerdo
relacionado con la Moción para la Aprobación Final.

6 11.1 Respuesta a las Objeciones. Cada una de las Partes se reserva el derecho de
7 responder a cualquier objeción planteada por un Miembro del Grupo Participante, incluido el
8 derecho a presentar documentos de respuesta ante el Tribunal en un plazo máximo de cinco (5)
días hábiles antes de la Audiencia de Aprobación Final, o según lo ordene o acepte el Tribunal.

9 11.2 Obligación de Cooperación. Si el Tribunal no concede la Aprobación Final o
10 condiciona la Aprobación Final sobre cualquier cambio sustancial en el Acuerdo (incluido, entre
11 otros, el alcance de la exoneración que otorgarán los Miembros del Grupo), las Partes trabajarán
12 con prontitud y de buena fe para abordar las preocupaciones del Tribunal, revisando el Acuerdo
13 según sea necesario para obtener la Aprobación Final. La decisión del Tribunal de otorgar menos
14 de los montos solicitados para el Pago de Servicios de Representante del Grupo, el Pago de
Honorarios del Abogado del Grupo, el Pago de Gastos de Litigio del Abogado del Grupo y/o el
Pago de Gastos del Administrador no constituirán una modificación sustancial del Acuerdo según
lo establecido en este párrafo.

15 11.3 Jurisdicción continua del Tribunal. Las Partes acuerdan que, después de la emisión
16 de la Sentencia, el Tribunal conservará su jurisdicción sobre las Partes, la Acción y el Acuerdo
17 únicamente con el fin de (i) hacer cumplir el presente Acuerdo y/o la Sentencia, (ii) abordar los
18 asuntos relacionados con la administración del acuerdo y (iii) abordar los asuntos posteriores a
la Sentencia que permita la ley.

19 11.4 Renuncia al Derecho de Apelación. Siempre que la Sentencia sea conforme a los
20 términos y condiciones del presente Acuerdo, incluyendo específicamente el Pago de Honorarios
21 del Abogado del Grupo y el Pago de Gastos de Litigio del Abogado del Grupo según lo
22 establecido en el presente Acuerdo, las Partes, sus respectivos abogados, y todos los Miembros
23 del Grupo Participantes que no se opusieron al Acuerdo, según lo dispuesto en este Acuerdo,
24 renuncia a todos los derechos de apelación de la Sentencia, incluidos todos los derechos a
25 procedimientos posteriores a la sentencia y apelaciones, el derecho a presentar mociones para
26 anular la sentencia, mociones para un nuevo juicio, escritos extraordinarias, y apelaciones. La
27 renuncia al derecho de apelación no incluye ninguna renuncia al derecho a oponerse a dichas
28 mociones, órdenes judiciales o apelaciones. Si un objetante apela la Sentencia, las obligaciones
de las Partes de conformidad con el presente Acuerdo se suspenderán hasta el momento en que
se resuelva definitivamente la apelación y la Sentencia sean definitivas, excepto en asuntos que

no afecten la cantidad del Monto Neto del Acuerdo.

11.5 Órdenes del Tribunal de Apelación para Anular, Revocar o Modificar sustancialmente la Sentencia. Si el Tribunal revisor anula, revoca o modifica la Sentencia de una manera que requiera una modificación sustancial de este Acuerdo (incluido, entre otros, el alcance de la exoneración que otorgarán los Miembros del Grupo), este Acuerdo será nulo y sin efecto. No obstante, las Partes colaborarán con diligencia y de buena fe para abordar las preocupaciones del tribunal de apelación y obtener la Aprobación Final y la Sentencia, compartiendo el 50% de los gastos administrativos adicionales en que se incurra razonablemente después de la remisión. La decisión de apelación para anular, revocar o modificar la adjudicación concedida por el Tribunal a la Representante del Grupo o cualquier pago al Abogado del Grupo no constituirá una modificación sustancial de la Sentencia en el sentido de este párrafo, siempre y cuando la cantidad del Monto Bruto del Acuerdo permanezca sin cambios.

12. SENTENCIA MODIFICADA. Si se requiere una sentencia modificada conforme a la sección 384 del Código de Procedimiento Civil, las Partes trabajarán conjuntamente y de buena fe para entregar conjuntamente una propuesta de la sentencia modificada.

13. DISPOSICIONES ADICIONALES.

13.1 Sin Admisión de Responsabilidad, Certificación del Grupo o Capacidad de Gestión Representativa para Otros Fines. El presente Acuerdo representa un compromiso y un acuerdo de las reclamaciones altamente controvertidas. Nada de lo dispuesto en el presente Acuerdo pretende ni debe interpretarse como una admisión por parte del Demandado de que cualquiera de las alegaciones en la Demanda Operativa tiene fundamento o de que el Demandado tiene responsabilidad alguna por cualquiera de las reclamaciones presentadas; tampoco debe pretenderse o interpretarse como una admisión por parte de la Demandante de que las defensas del Demandado en la Acción tienen fundamento. Las Partes acuerdan que la certificación del grupo y el procedimiento representativo se aplicarán únicamente a los efectos del presente Acuerdo. Si, por cualquier motivo, el Tribunal concede la Aprobación Preliminar, la Aprobación Final o dicta la Sentencia, el Demandado se reserva el derecho a impugnar la certificación de cualquier grupo por cualquier motivo, y el Demandado se reserva todas las defensas disponibles contra las reclamaciones de la Acción, y la Demandante se reserva el derecho a solicitar la certificación del Grupo por cualquier motivo disponible y de impugnar las defensas del Demandado. La Liquidación, el presente Acuerdo y la voluntad de las Partes de resolver la Acción no tendrán efecto ni serán admisibles en relación con ningún litigio (excepto en los procedimientos para hacer cumplir o efectuar la Liquidación y el presente Acuerdo).

1 13.2 Confidencialidad Previa a la Aprobación Preliminar. La Demandante, el Abogado
2 del Grupo, el Demandado y el Abogado de la Defensa acuerdan por separado que, hasta que se
3 presente la Moción para la Aprobación Preliminar del Acuerdo, ellos y cada uno de ellos no
4 divulgarán, difundirán ni publicarán, ni harán ni permitirán que otra persona divulgue, difunda o
5 publique ninguno de los términos del Acuerdo directa o indirectamente, de manera específica o
6 general, a ninguna persona, corporación, asociación, agencia gubernamental u otra entidad
7 excepto: (1) a los abogados, contables o cónyuges de las Partes, a quienes se les instruirá que
8 mantengan la confidencialidad de este Acuerdo; (2) a los abogados en un asunto relacionado; (3)
9 en la medida necesaria para informar de ingresos a las autoridades fiscales correspondientes; (4)
10 en respuesta a una orden o citación judiciales; o (5) en respuesta a una investigación o citación
11 emitida por una agencia gubernamental estatal o federal.

12 Cada una de las Partes se compromete a notificar inmediatamente a la otra Parte de
13 cualquier orden judicial o administrativa, investigación o citación que solicite dicha información.
14 La Demandante, el Abogado del Grupo, el Demandado y el Abogado de la Defensa acuerdan por
15 separado no iniciar, directa o indirectamente, ninguna conversación u otra comunicación, antes
16 de la presentación de la Moción para la Aprobación Preliminar, con terceros en relación con este
17 Acuerdo o los asuntos que dan lugar a este Acuerdo, excepto para responder únicamente que “el
18 asunto se ha resuelto” o palabras en ese sentido. Este párrafo no restringe las comunicaciones de
19 los Abogados del Grupo con los Miembros del Grupo de conformidad con las obligaciones éticas
20 de los Abogados del Grupo con respecto a los Miembros del Grupo.

21 13.3 Prohibición de Captación. Las Partes acuerdan por separado que ellas y sus
22 respectivos abogados y empleados no captarán a ningún Miembro del Grupo que opte por
23 excluirse u oponerse al Acuerdo, ni que apele la Sentencia. Nada de lo dispuesto en este párrafo
24 se interpretará como una restricción de la capacidad de los Abogados del Grupo para comunicarse
25 con los Miembros del Grupo de conformidad con las obligaciones éticas de los Abogados del
26 Grupo tienen con los Miembros del Grupo.

27 13.4 Acuerdo Integrado. Una vez firmado por todas las Partes y sus abogados, el presente
28 Acuerdo, junto con sus anexos adjuntos, constituirá el acuerdo completo entre las Partes en
relación con el Acuerdo, y sustituirá a todas y cada una de las declaraciones orales, garantías,
pactos o incentivos verbales realizados a o por cualquiera de las Partes.

 13.5 Autorización del Abogado. El Abogado del Grupo y el Abogado de la Defensa
garantizan y declaran por separado que están autorizados por la Demandante y el Demandado,
respectivamente, a tomar todas las medidas apropiadas requeridas o permitidas por dichas Partes
de conformidad con el presente Acuerdo para dar cumplimiento a sus términos, y para firmar

1 cualquier otro documento que sea razonablemente necesario para dar cumplimiento a los
2 términos del presente Acuerdo, incluidas las modificaciones al presente Acuerdo.

3 13.6 Cooperación. Las Partes y sus abogados cooperarán entre sí y harán todo lo posible,
4 de buena fe, para implementar el Acuerdo, entre otras cosas, modificando el Acuerdo de
5 Liquidación, entregando pruebas complementarias y suplementos y fundamentos legales según
6 lo solicite el Tribunal. En caso de que las Partes no puedan acordar la forma o el contenido de
7 cualquier documento necesario para implementar el Acuerdo, o sobre cualquier modificación del
8 Acuerdo que pueda ser necesaria para implementar el Acuerdo, las Partes solicitarán la asistencia
9 de un mediador y/o del Tribunal para su resolución.

10 13.7 Sin Cesiones Previas. Las Partes declaran y garantizan por separado que no han
11 cedido, transferido, gravado ni pretendido ceder, transferir o gravar directa o indirectamente a
12 ninguna persona o entidad, ninguna parte de la responsabilidad, reclamación, demanda, acción,
13 causa de acción o derecho liberado y exonerado por una de las Partes en el presente Acuerdo.

14 13.8 Sin Asesoramiento Fiscal. Ni la Demandante, ni el Abogado del Grupo, ni el
15 Demandado, ni el Abogado de la Defensa proporcionan ningún asesoramiento con respecto a
16 impuestos o tributación, ni se podrá considerar nada de lo dispuesto en este Acuerdo constituya
17 tal asesoramiento en el sentido de la Circular 230 del Departamento del Tesoro de los Estados
18 Unidos (31 CFR Parte 10, en su versión modificada) ni en ningún otro sentido.

19 13.9 Modificación del Acuerdo. El presente Acuerdo, y todas sus partes, únicamente
20 podrá ser enmendado, modificado, cambiado o renunciado mediante un instrumento expreso por
21 escrito y firmado por todas las Partes o sus representantes, y aprobado por el Tribunal.

22 13.10 Acuerdo Vinculante para los Sucesores. El presente Acuerdo será vinculante y
23 redundará en beneficio de los sucesores de cada una de las Partes.

24 13.11 Ley aplicable. Todos los términos y condiciones de este Acuerdo y sus anexos se
25 regirán e interpretarán de conformidad con las leyes internas del estado de California, sin tener
26 en cuenta los principios de conflicto de leyes.

27 13.12 Cooperación en la redacción. Las Partes han cooperado en la redacción y
28 preparación del presente Acuerdo. El presente Acuerdo no se interpretará en contra ninguna de
las Partes por el hecho de que haya sido la parte redactora o que haya participado en la redacción.

13.13 Confidencialidad. En la medida en que lo permita la ley, todos los acuerdos
celebrados y las órdenes introducidas durante la Acción y en el presente Acuerdo en relación con
la confidencialidad de la información seguirán vigentes una vez firmado el presente Acuerdo.

13.14 Uso y Devolución de los Datos del Grupo. La información proporcionada al
Abogado del Grupo de conformidad con el Código de Evidencia de California §1152, y todas las

1 copias y resúmenes de los Datos del Grupo proporcionados al Abogado del Grupo por el
2 Demandado en relación con la mediación, otras negociaciones de liquidación, o en relación con
3 el Acuerdo, sólo podrán utilizarse en relación con este Acuerdo, y para ningún otro propósito, y
4 no podrán utilizarse de ninguna manera que viole cualquier acuerdo contractual, estatuto o norma
5 del tribunal existentes. En un plazo máximo de 90 días después de la fecha en que el Tribunal
6 exima al Administrador de la obligación de proporcionar una Declaración que confirme el pago
7 final de todos los fondos del Acuerdo, la Demandante destruirá todas las versiones impresas y
8 electrónicas de los Datos del Grupo recibidos del Demandado a menos que, antes de que el
9 Tribunal exima al Administrador de su obligación, el Demandado solicite por escrito al Abogado
10 del Grupo la devolución, en lugar de la destrucción de los Datos del Grupo.

11 13.15 Encabezados. Los encabezados descriptivos de cualquier sección o párrafo de este
12 Acuerdo se incluyen únicamente para facilitar la referencia y no constituye parte de este Acuerdo.

13 13.16 Días naturales. A menos que se indique lo contrario, toda referencia a “días” en
14 este Acuerdo será a días naturales. En el caso de que cualquier fecha o fecha límite establecida
15 en este Acuerdo caiga en un fin de semana o día feriado legal federal, dicha fecha o fecha límite
16 será el primer día hábil posterior.

17 13.17 Notificaciones. Todas las notificaciones, requerimientos u otras comunicaciones
18 entre las Partes en relación con el presente Acuerdo se realizarán por escrito y se considerarán
19 debidamente entregadas al tercer día hábil después del envío por correo postal de los Estados
20 Unidos, o el día de su envío por correo electrónico o mensajería, dirigidas a las siguientes
21 direcciones:

22 Para la parte Demandante:
23 David Glenn Spivak, Esq.
24 The Spivak Law Firm
25 8605 Santa Monica Bl
26 PMB 42554
27 West Hollywood, CA 90069
28 david@spivaklaw.com

Para la parte Demandada:
Gordon C. Strange, Esq.
Law Offices of Gordon C. Strange
15333 Culver Drive
No. 340-223
Irvine, CA 92604
g.strange@edlapc.com

1 13.18 Firma en copias. El presente Acuerdo podrá firmarse en una o varias copias por fax,
2 electrónicamente (es decir, DocuSign) o por correo electrónico las cuales, a los efectos del
3 presente Acuerdo, se considerarán como originales. Todas las copias y cada una de ellas se
4 considerarán un único y mismo documento si los abogados de las Partes intercambian las copias
5 firmadas. Cualquier copia firmada será admisible como prueba para demostrar la existencia y el
6 contenido de este Acuerdo.

7 13.19 Suspensión del Litigio. Las Partes acuerdan que, después de firmar el presente
8 Acuerdo, se suspenderá el litigio, excepto para dar cumplimiento a los términos del presente
9 Acuerdo. Las Partes acuerdan además que, después de firmar el presente Acuerdo, que de
10 conformidad con la sección 583.330 del Código de Procedimiento Civil (CCP), se ampliará la
11 fecha para llevar el caso a juicio en virtud de la sección 583.310 del CCP durante todo el período
12 del proceso de liquidación.

13 Fecha: 03 / 09 / 2026, 2025

14 Por:



15 MARIA DE LA LUNA HUERTA

16 María de la Luz Huerta

17 Fecha: _____, 2025

18 Por:

19 Ted Salac

20 Director Financiero

21 Workforce Personnel, Inc.

22 THE SPIVAK LAW FIRM

23 Fecha: _____, 2025

24 Por:

25 DAVID GLENN SPIVAK, Abogado de
26 la Demandante, MARIA DE LA LUNA
27 HUERTA, y todas las demás personas
28 en situación similar

BENOWITZ LAW CORPORATION

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Fecha: _____, 2025

Por: _____
LOUIS M. BENOWITZ, Abogado de la
Demandante, MARIA DE LA LUNA
HUERTA, y todas las demás personas
en situación similar

LAW OFFICES OF GORDON C. STRANGE

Fecha: _____, 2025

Por: _____
GORDON C. STRANGE, Abogado
del Demandado, WORKFORCE
PERSONNEL, INC.

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EXHIBIT A

1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**
2 **DATE FOR FINAL COURT APPROVAL**

3 (case name: *Margarita Perez, et al. v. Workforce Personnel, Inc.* and number CIVSB2220822)

4 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
5 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

6 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Workforce Personnel, Inc. (“Defendant”) for alleged violations of California’s labor laws. The Action was filed by one of former employees of Defendant. Maria De La Luna Huerta (“Plaintiff” or “Huerta”) later joined the Action as a named-plaintiff. It seeks payment of (1) wages and other relief for a class of all individuals Defendant Workforce Personnel, Inc. employed at Diamond Wipes International, Inc.’s Chino location as an hourly, non-exempt employee during the Class Period of September 19, 2018 to the date of preliminary approval of this Settlement (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals Defendant Workforce Personnel, Inc. employed at Diamond Wipes International, Inc.’s Chino location as an hourly, non-exempt employee during the PAGA Period of September 7, 2021 to the date of preliminary approval of this Settlement (“Aggrieved Employees”).

13 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

16 Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period. The individual payment amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

26 The above estimates are based on Defendant’s records showing that **you worked**
27 **<<__>> Work Weeks** during the Class Period and **you worked <<__>> Pay Periods** during

1 the PAGA Period. If you believe that you worked more Work Weeks or Pay Periods during either
2 period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

3 The Court has already preliminarily approved the proposed Settlement and approved this
4 Notice. The Court has not yet decided whether to grant final approval. The Court has determined
5 only that there is sufficient evidence to suggest that the proposed settlement might be fair,
6 adequate, and reasonable, and that any final determination of those issues will be made at the
7 Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this
8 Notice carefully. You will be deemed to have carefully read and understood it. At the Final
9 Approval Hearing, the Court will decide whether to finally approve the Settlement and how much
10 of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court
11 will also decide whether to enter a judgment that requires Defendant to make payments under the
12 Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert
13 certain claims against Defendant.

14 If you worked for Defendant during the Class Period and/or the PAGA Period, you have
15 two basic options under the Settlement:

16 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
17 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
18 Participating Class Member, though, you will give up your right to assert Class Period wage
19 claims and PAGA Period penalty claims against Defendant.

20 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
21 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
22 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
23 Class Payment. You will, however, preserve your right to personally pursue Class Period claims
24 for California labor law violations against Defendant, and, if you are an Aggrieved Employee,
25 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of
26 the proposed Settlement.

27 **Defendant will not retaliate against you for any actions you take with respect to the proposed
28 Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no

The Opt-out Deadline is <<RESPONSE DEADLINE>>	longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendant from civil penalties it may owe to the Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Week / Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Work Weeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Work Weeks Dispute form for this purpose.

1. WHAT IS THE ACTION ABOUT?

Huerta is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to indemnify for business expenses, failure to timely pay wages, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is

1 represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Louis
2 M. Benowitz of Benowitz Law Corporation (“Class Counsel.”)

3 Defendant strongly denies violating any laws or failing to pay any wages and contends it complied
4 with all applicable laws.

5 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

6 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the
7 merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an
8 effort to resolve the Action by negotiating an end the case by agreement (settle the case) rather
9 than continuing the expensive and time-consuming process of litigation. The negotiations were
10 successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to
11 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff
12 and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final
13 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
14 agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

15 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
16 believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering
17 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement
18 is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily
19 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and
20 scheduled a hearing to determine Final Approval.

21 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

22 A. Gross Settlement Amount. Defendant Will Pay \$340,000.00 as the Gross
23 Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement
24 into an account controlled by the Administrator of the Settlement. The Administrator will use the
25 Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments,
26 Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
27 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
28 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will
fund the Gross Settlement in 24 Installment Payments. Defendant will deposit the first Installment
Payment of \$14,166.66 of the Gross Settlement into an account controlled by the Administrator
of the Settlement within 14 days of the Court granting Final Approval. Thereafter, Defendant will
make 23 monthly contributions to the account controlled by the Administrator 4. The next 22
Installment Payments will also be in the amount of \$14,166.66. the last Installment Payment will
be in the amount of \$ 14,166.82. Defendant will make each of the next 23 payments every 30
days thereafter. Defendant will also fund the amounts necessary to fully pay Defendant’s share
of payroll taxes by transmitting the funds to the Administrator for each distribution. The Judgment

1 will be final on the date the Court enters Judgment, or a later date if Participating Class Members
2 object to the proposed Settlement or the Judgment is appealed.

3 B. Court Approved Deductions from Gross Settlement. At the Final Approval
4 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
5 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
6 Approval Hearing:

7 1. Attorney Fees and Costs. Up to \$113,333.33 (1/3 of the Gross Settlement
8 Amount) to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses.
9 To date, Class Counsel have worked and incurred expenses on the Action without payment.

10 2. Class Representative Service Award. Up to \$5,000.00 as a Class
11 Representative Service Payment for filing the Action, working with Class Counsel, and
12 representing the Class. A Class Representative Service Payment will be the only monies Plaintiff
13 will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

14 3. Administration Expenses. Up to \$12,000.00 to the Administrator for
15 services administering the Settlement.

16 4. PAGA Penalties. Up to \$5,000.00 for PAGA Penalties, allocated 75% to
17 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
18 based on their PAGA Pay Periods.

19 Participating Class Members have the right to object to any of these deductions. The Court
20 will consider all objections.

21 Based on its records, Defendant estimated that, as of the date of the Settlement, there are
22 244 Class Members and 19,396.00 total Work Weeks during the Class period. If the Work Weeks
23 and/or Class Members as of the date the Court approves the Settlement exceeds the referenced
24 19,396.00 Work Weeks and/or 244 Class Members by more than 10.00%, the Gross Settlement
25 Amount, including the Class Counsel Fees Payment, the Class Representative Service Payment,
26 and the LWDA payment, will increase proportionally according to the number of additional Work
27 Weeks or Class Members, whichever results in a higher increase in the Gross Settlement Amount.

28 C. Net Settlement Distributed to Class Members. After making the above deductions
in amounts approved by the Court, the Administrator will distribute the rest of the Gross
Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
Members based on their Class Period Work Weeks.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking
the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
("Wage Portion") and 66.67% to interest and penalties ("Non-Wage Portion."). The Wage Portion
is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay
employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted
as penalties rather than wages for tax purposes. The Administrator will report the Individual

1 PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099
2 Forms.

3 Although Plaintiff and Defendant have agreed to these allocations, neither side is giving
4 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
5 are responsible for paying all taxes (including penalties and interest on back taxes) on any
6 Payments received from the proposed Settlement. You should consult a tax advisor if you have
7 any questions about the tax consequences of the proposed Settlement.

8 E. Need to Promptly Cash Payment Checks. The front of every check issued for
9 Individual Class Payments and Individual PAGA Payments will show the date when the check
10 expires (the void date). If you don't cash it by the void date, your check will be automatically
11 cancelled, and the money will be deposited with the California Controller's Unclaimed Property
12 Fund (https://www.sco.ca.gov/search_upd.html) in your name.

13 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
14 should consult the rules of the Fund for instructions on how to retrieve your money. You can
15 contact the Unclaimed Property Fund at (800) 992-4647.

16 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
17 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
18 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
19 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
20 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
21 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
22 Member's name, present address, telephone number, and a simple statement electing to be
23 excluded from the Settlement. You may use the enclosed Election Not To Participate In
24 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
25 Members) will not receive Individual Class Payments, but will preserve their rights to personally
26 pursue claims against Defendant for violations of California's labor laws.

27 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
28 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
Individual PAGA Payments and Plaintiff releases Defendant from civil penalties it may owe to
the Aggrieved Employees.

G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
possible the Court will decline to grant Final Approval of the Settlement or decline enter a
Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
pay any money and Class Members will not release any claims against Defendant.

H. Administrator. The Court has appointed a neutral company, Apex Class Action
(the "Administrator") to send this Notice, calculate and make payments, and process Class
Members' Requests for Exclusion. The Administrator will also decide Class Member disputes
over Work Weeks, mail and re-mail settlement checks and tax forms, and perform other tasks

1 necessary to administer the Settlement. The Administrator's contact information is contained in
2 Section 9 of this Notice.

3 I. Participating Class Members' Release. After the Judgment is final and Defendant
4 has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
5 Participating Class Members will be legally barred from asserting any of the claims released under
6 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or
its officers, directors, employees, and agents for wages based on the Class Period facts and PAGA
penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

7 The Participating Class Members will be bound by the following release:

8 All Participating Class Members, on behalf of themselves and their respective
9 former and present representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns, release Released Parties from all claims stated in the
Operative Complaint and those based solely upon the facts alleged in the Operative
11 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
12 Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and
13 Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period.
14 "Released Parties" does not include Diamond Wipes International Inc. or any of
its officers, directors, employees or agents.

15 J. The PAGA Release. After the Court's judgment is final, and Defendant has paid
16 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
17 claims for civil penalties that could have been sought by the Labor Commissioner for the
violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
18 claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

19 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

20 A. Individual Class Payments. The Administrator will calculate Individual Class
21 Payments by (a) dividing the Net Settlement Amount by the total number of Work Week worked
22 by all Participating Class Members, and (b) multiplying the result by the number of Work Week
worked by each individual Participating Class Member.

23 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
24 Payments by (a) dividing \$1,250.00 by the total number of PAGA Pay Periods worked by all
Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
25 by each individual Aggrieved Employee.

26 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
27 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA

1 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have
2 until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or PAGA Pay
3 Periods credited to you. You can submit your challenge by signing and sending a letter to the
4 Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
5 purpose. Section 9 of this Notice has the Administrator's contact information.

6 You need to support your challenge by submitting copies of pay stubs or other records.
7 The Administrator will accept Defendant's calculation of Work Weeks and/or PAGA Pay Periods
8 based on Defendant's records as accurate unless you send copies of records containing contrary
9 information. You should send copies rather than originals because the documents will not be
10 returned to you. The Administrator will resolve Work Week and/or Pay Period challenges based
11 on your submission and on input from Class Counsel (who will advocate on behalf of
12 Participating Class Members) and Defendant's Counsel. The Administrator's decision is final.
13 You can't appeal or otherwise challenge its final decision.

14 **5. HOW WILL I GET PAID?**

15 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
16 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
17 including those who also qualify as Aggrieved Employees. The single check will combine the
18 Individual Class Payment and the Individual PAGA Payment.

19 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
20 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
21 Settlement (i.e., every Non-Participating Class Member).

22 Your check will be sent to the same address as this Notice. If you change your address,
23 be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the
24 Administrator's contact information.

25 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

26 Email, fax, or mail a written and signed letter with your name, present address, telephone
27 number, and a simple statement that you do not want to participate in the Settlement. You may
28 use the enclosed Election Not To Participate In Settlement form for this purpose. The
Administrator will exclude you based on any writing communicating your request be excluded.
Be sure to personally sign your request, identify the Action as *Margarita Perez, et al. vs.*
Workforce Personnel, Inc., Case No. CIVSB2220822, and include your identifying information
(full name, address, telephone number, approximate dates of employment, and social security
number for verification purposes). You must make the request yourself. If someone else makes
the request for you, it will not be valid. You should send your Request for Exclusion to the
Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent
your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section
9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee,
you will still receive an Individual PAGA Payment.

1 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

2 Only Participating Class Members have the right to object to the Settlement. Before deciding
3 whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to
4 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
5 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
6 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class
7 Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys'
8 fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative
9 Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section
10 9 of this Notice) will send you copies of these documents at no cost to you. You can also view
11 them and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR
12 WEBSITE>> or the Court's website <<COURT WEBSITE>>.

13 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
14 Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service
15 Payment may wish to object, for example, that the proposed Settlement is unfair, or that the
16 amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for
17 sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure
18 to tell the Administrator what you object to, why you object, and any facts that support your
19 objection. Make sure you identify the Action, *Margarita Perez vs. Workforce Personnel, Inc.*,
20 case no. CIVSB2220822 , and include your name, current address, telephone number, and
21 approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice
22 has the Administrator's contact information. You may use the enclosed Objection form for this
23 purpose. You should send your objection to the Administrator by email, fax, or send by regular
24 U.S. mail.

25 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
26 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
27 to tell the Court what you object to, why you object, and any facts that support your objection.
28 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
29 Hearing.

30 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

31 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
32 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 17 of the San
33 Bernardino Superior Court, located at San Bernardino District – Civil Division, 247 West Third
34 Street, Dept. S17, San Bernardino, CA 92415-0210. At the Hearing, the judge will decide whether
35 to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to
36 Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors,
37 Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer
38 to attend) either personally or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
39 (https://www.<<CourtVirtualAppearanceLink>>). Check the Court's website for the most current
40 information.

1 It's possible the Court will reschedule the Final Approval Hearing. You should check the
2 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
3 to verify the date and time of the Final Approval Hearing.

4 **9. HOW CAN I GET MORE INFORMATION?**

5 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
6 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
7 Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE
8 NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator
9 using the contact information listed below, or consult the Superior Court website by going to
10 (<http://www.<< COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action,
11 Case No. CIVSB2220822 . You can also make an appointment to personally review court
12 documents in the Clerk's Office at the San Bernardino District – Civil Division by calling
13 <<CLERK OF COURT'S PHONE NUMBER>>.

14 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT 15 THE SETTLEMENT.**

16 Class Counsel:

17 Name of Attorney: David Glenn Spivak
18 Email Address: david@spivaklaw.com
19 Name of Firm: The Spivak Law Firm
20 Mailing Address: 8605 Santa Monica Bl
21 PMB 42554
22 West Hollywood, CA 90069
23 Telephone: (213) 725-9094

24 Administrator:

25 Name of Company: Apex Class Action
26 Email Address: _____
27 Mailing Address: _____
28 Telephone: _____
Fax Number: _____

29 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

30 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
31 as long as you request a replacement before the void date on the face of the original check. If
32 your check is already void, you should consult the Unclaimed Property Fund
33 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
34 contact the Unclaimed Property Fund at (800) 992-4647.

1 **11. WHAT IF I CHANGE MY ADDRESS?**

2 To receive your check, you should immediately notify the Administrator if you move or otherwise
3 change your mailing address.

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EXHIBIT B

Margarita Perez, et al. v. Workforce Personnel, Inc., et al.
Superior Court of the State of California, County of San Bernardino
 Case No. CIVSB2220822

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND
BE ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST
COMPLETE AND SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS
BELOW, EMAILED, FAXED, OR POSTMARKED NOT LATER THAN <<RESPONSE
DEADLINE>>:**

Margarita Perez, et al. v. Workforce Personnel, Inc. Class Action Administrator
c/o _____

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on ____.

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EXHIBIT C

1 **WORK WEEK/PAGA PAY PERIOD DISPUTE FORM**

2 Superior Court of The State of California
3 For The County of San Bernardino
4 *Margarita Perez, et al. v. Workforce Personnel, Inc., Case No. CIVSB2220822*

5 Indicate Name/Address Changes, if any:

6 <<Name>>

7 <<Address>>

8 <<City>>, <<State>> <<Zip Code>>

9 XX – XX -

10 The amount of your estimated Settlement Award is based upon the number of eligible Work
11 Weeks you worked between September 19, 2018 and <<the date the Court preliminarily approves
12 this class action settlement>> and eligible PAGA Pay Periods you worked between September
13 7, 2021 and <<the date the Court preliminarily approves this class action settlement>>. “Work
14 Week” means any week during which a Class Member worked for Defendant or any other
15 Released Party for at least one day, during the Class Period. “PAGA Pay Period” means any Pay
16 Period during which an Aggrieved Employee worked for Defendant or any other Released Party
17 for at least one day during the PAGA Period. The number of Work Weeks and PAGA Pay Periods
18 applicable to your claim are set forth below.

19 **YOUR ELIGIBLE WORK WEEKS/ PAGA PAY PERIODS**

20 Defendant’s records indicate that you worked <<number of Workweeks>> Workweeks between
21 September 19, 2018 and <<the date the Court preliminarily approves this class action
22 settlement>> and <<number of PAGA Pay Periods>> PAGA Pay Periods between September 7,
23 2021 through <<the date the Court preliminarily approves this class action settlement>>.

24 **YOUR ESTIMATED SETTLEMENT AWARDS AND DISPUTE PROCEDURE**

25 Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
26 in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable
27 payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This
28 process may take six months or more. You will receive a Form W-2 reflecting the payment to
you. Your settlement share reflected on this Notice is only an estimate. The exact amount of the
payment could vary, up or down.

If you wish to dispute the number of Work Weeks of PAGA Pay Periods credited to you, or
anything else about your employment status, you must complete and return this form by
indicating what you believe is incorrect on the blank lines below and return it on or before
<<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with
proof of the submission date (such as a postmark or delivery service date stamp). You may use
this Work Weeks/PAGA Pay Periods Dispute form for this purpose. You must also send any
documents or other information that you contend supports your belief that the information set

1 forth above is incorrect. The Administrator will resolve any dispute based upon Defendant's
2 records and any information you provide. Please be advised that the information on this Work
3 Weeks/PAGA Pay Periods Dispute Form is presumed to be correct unless the documents you
submit are company records from Defendant.

6 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK**
7 **WEEKS OR PAGA PAY PERIODS, RECEIPT OF A SETTLEMENT PAYMENT, OR**
8 **YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

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EXHIBIT D

1 **OBJECTION FORM**

2 ***Margarita Perez, et al. v. Workforce Personnel, Inc., et al.***
3 **Superior Court of the State California, County of San Bernardino**
4 **Case No. CIVSB2220822**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
14 **SHOULD EMAIL IT TO <<_____@_____.COM>>, FAX IT TO <<XXX-XXX-**
15 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
16 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
17 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

18 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
19 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
20 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
21 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 [] I OBJECT to the *Margarita Perez, et al. v. Workforce Personnel, Inc., et al.* Settlement
27 on the following grounds (if additional space necessary, please include additional sheets of
28 paper):

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2023

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: <<_____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Margarita Perez, et al. v. Workforce Personnel, Inc., et al. Administrator
[ADDRESS]

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EXHIBIT E

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**
10 **(UNLIMITED JURISDICTION)**

11 MARGARITA PEREZ and MARIA DE LA
12 LUNA HUERTA on behalf of themselves and all
13 others similarly situated, and the general public,
14 and as “Aggrieved Employees” on behalf of
15 other “Aggrieved Employees” and the State of
California under the Labor Code Private
Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18 WORKFORCE PERSONNEL, INC., California
19 Corporation; DIAMOND WIPES
20 INTERNATIONAL, INC., California
Corporation; and DOES 1–50, inclusive,

21 *Defendant(s).*
22
23
24

Case No. CIVSB2220822

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: September 19, 2022
Dept: 17, The Honorable Joseph
T. Ortiz

25 The Motion of Plaintiff Maria De La Luna Huerta (hereafter referred to as “Plaintiff”) for
26 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
27 The Honorable Joseph T. Ortiz presiding. The Court having considered the Motion, the Class

1 Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement
2 Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

3 1. The Court grants preliminary approval of the Settlement and the Settlement Class
4 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
5 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
6 has determined only that there is sufficient evidence to suggest that the proposed settlement might
7 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
8 the final hearing. The Court will make a determination at the hearing on the motion for final
9 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
10 is fair, adequate and reasonable to the Settlement Class.
11

12 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
13 all individuals Defendant Workforce Personnel, Inc. (“Defendant”) employed at Diamond Wipes
14 International, Inc.’s Chino location as an hourly, non-exempt employee during the Class Period
15 (collectively “Class Members”). The “Class Period” shall mean the period of time from
16 September 19, 2018, through the date of preliminary approval of this Settlement.
17

18 3. Based on its records, Defendant estimates that, as of the date of the Settlement
19 Agreement, (1) there are 244 Class Members and 19,396.00 Total Work Weeks during the Class
20 period. If the Work Weeks and/or Class Members as of the date the Court approves the settlement
21 exceeds the referenced 19,396.00 Work Weeks and/or 244 Class Members by more than 10.00%,
22 the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class
23 Representative Service Payment, and the LWDA payment, will increase proportionally according
24 to the number of additional Work Weeks or Class Members, whichever results in a higher increase
25 in the Gross Settlement Amount.
26
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4. “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.

5. This action is provisionally certified pursuant to section 382 of the California Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for purposes of settlement only with respect to the proposed Settlement Class.

6. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

7. No later than three (3) business days after receipt of the Class Data, the

1 Administrator shall notify Class Counsel that the list has been received and state the number of
2 Class Members, Aggrieved Employees, Work Weeks, and PAGA Pay Periods in the Class Data.

3 8. Using best efforts to perform as soon as possible, and in no event later than 14
4 days after receiving the Class Data, the Administrator will send to all Class Members identified
5 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
6 with Spanish translation, substantially in the forms attached to the Settlement Agreement as
7 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
8 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
9 Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate
10 these amounts. Before mailing Notice Packets, the Administrator shall update Class Member
11 addresses using the National Change of Address database.
12

13 9. Not later than three (3) business days after the Administrator’s receipt of any
14 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
15 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
16 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
17 the Notice Packet to the most current address obtained. The Administrator has no obligation to
18 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
19 returned by the USPS a second time.
20

21 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
22 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel’s
23 contact information is Gordon C. Strange, Esq., Law Offices of Gordon C. Strange, 15333 Culver
24 Drive, No. 340-223, Irvine, CA 92604.
25

26 11. The deadlines for Class Members’ written objections, Challenges to Work Weeks
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1 and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an additional
2 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
3 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
4 with the re-mailed Notice Packet.

5
6 12. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data and should
8 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
9 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
10 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
11 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
12 requiring them to exercise options under the Settlement Agreement not later than 14 days after
13 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

14
15 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
16 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
17 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
18 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
19 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
20 the Class Member's election to be excluded from the Settlement and includes the Class Member's
21 name, address and email address or telephone number. To be valid, a Request for Exclusion must
22 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
23 in Settlement form, attached as Exhibit B to the Settlement Agreement, may be used for this
24 purpose but is not required.

25
26 14. The Administrator may not reject a Request for Exclusion as invalid because it
27

1 fails to contain all the information specified in the Class Notice. The Administrator shall accept
2 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
3 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
4 determination shall be final and not appealable or otherwise susceptible to challenge. If the
5 Administrator has reason to question the authenticity of a Request for Exclusion, the
6 Administrator may demand additional proof of the Class Member's identity. The Administrator's
7 determination of authenticity shall be final and not appealable or otherwise susceptible to
8 challenge.
9

10 15. Every Class Member who does not submit a timely and valid Request for Exclusion
11 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
12 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
13 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
14 Participating Class Member actually receives the Class Notice or objects to the Settlement.
15

16 16. Every Class Member who submits a valid and timely Request for Exclusion is a
17 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
18 right to object to the class action components of the Settlement. Plaintiff releases all claims for
19 civil penalties that could have been sought by the Labor Commissioner for the violations
20 identified in Plaintiffs pre-filing letter to the LWDA; Plaintiff does not release the claim for wages
21 or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
22 Member.
23

24 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60 days
25 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
26 whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and/or PAGA
27

1 Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a
2 dispute. A Work Week Dispute form, attached as Exhibit C to the Settlement Agreement, may
3 be used for this purpose but is not required. The Class Member may challenge the allocation by
4 communicating with the Administrator via fax, email or mail. The Administrator must encourage
5 the challenging Class Member to submit supporting documentation. In the absence of any
6 contrary documentation, the Administrator is entitled to presume that the Work Weeks contained
7 in the Class Notice are correct so long as they are consistent with the Class Data. The
8 Administrator's determination of each Class Member's allocation of Work Weeks and/or PAGA
9 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
10 Administrator shall promptly provide copies of all challenges to calculation of Work Weeks
11 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
12 determination the challenges.

13
14
15 18. Objections to Settlement. Only Participating Class Members may object to the
16 class action components of the Settlement and/or this Agreement, including contesting the
17 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
18 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

19 19. Participating Class Members may send written objections to the Administrator, by
20 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
21 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
22 Participating Class Member who elects to send a written objection to the Administrator must do
23 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
24 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
25 to the Settlement Agreement as Exhibit D may be used for this purpose but is not required.
26
27

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

21. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under the Settlement Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

22. The Court approves, as to form and content, the Class Notice in substantially the form attached as Exhibit A to the Settlement Agreement, the Election Not to Participate in Settlement form in substantially the form attached as Exhibit B to the Settlement Agreement, the Work Weeks Dispute form in substantially the form attached as Exhibit C to the Settlement Agreement, and the Objection form in substantially the form attached as Exhibit D to the Settlement Agreement.

23. The Court approves, for settlement purposes only, David Glenn Spivak of The Spivak Law Firm and Louis M. Benowitz of Benowitz Law Corporation as Class Counsel.

24. The Court approves, for settlement purposes only, Maria De La Luna Huerta as the Class Representative.

25. The Court approves Apex Class Action as the Administrator.

26. The Court preliminarily approves Class Counsel's request for attorneys' fees and costs subject to final review by the Court.

27. The Court preliminarily approves the estimated Administrator costs payable to the Administrator subject to final review by the Court.

28. The Court preliminarily approves Plaintiff's Class Representative Service Payment subject to final review by the Court.

29. A Final Approval Hearing shall be held on ____ at .m. in Department S17 of the Superior Court for the State of California, County of San Bernardino, located at the San Bernardino District – Civil Division, 247 West Third Street, Dept. S17, San Bernardino, CA 92415-0210 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys’ fees and costs and the Class Representative Service Payment to the Class Representative. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys’ fees and litigation costs shall be served and filed with this Court on or before _____. Plaintiff’s counsel must give notice to any objecting party of any continuance of the hearing of the motion for final approval.

30. If for any reason the Court does not execute and file a Final Approval Order and judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

31. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give

1 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

2 **IT IS SO ORDERED.**

3
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5 **DATE**

THE HONORABLE JOSEPH T. ORTIZ
SUPERIOR COURT JUDGE

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EXHIBIT F

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN BERNARDINO**
9 **(UNLIMITED JURISDICTION)**

10 MARGARITA PEREZ and MARIA DE LA
11 LUNA HUERTA on behalf of themselves and all
12 others similarly situated, and the general public,
13 and as “Aggrieved Employees” on behalf of
14 other “Aggrieved Employees” and the State of
15 California under the Labor Code Private
16 Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 WORKFORCE PERSONNEL, INC., California
20 Corporation; DIAMOND WIPES
21 INTERNATIONAL, INC., California
22 Corporation; and DOES 1–50, inclusive,

23 *Defendant(s).*

Case No. CIVSB2220822

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Action filed: September 19, 2022
Dept: 17, The Honorable Joseph
T. Ortiz

24 This matter came on for hearing on ____ at ____m. in Department S17 of the above-
25 captioned court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant
26 to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action
27 Settlement and Release of Claims (the “Settlement”) filed herewith which provides for a Gross
28 Settlement Amount (“GSA”) of up to \$340,000.00 in compromise of all disputed claims on behalf

1 of all individuals Defendant Workforce Personnel, Inc. (“Defendant”) employed at Diamond
2 Wipes International, Inc.’s Chino location as an hourly, non-exempt employee during the Class
3 Period of September 19, 2018 to the date of preliminary approval of this Settlement. All
4 capitalized terms used herein shall have the same meaning as defined in the Settlement.

5 In accordance with the Court’s prior Order Granting Preliminary Approval of Class
6 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
7 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
8 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
9 and the evidence and argument received by the Court in conjunction with the motions for
10 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
11 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
12 DETERMINATIONS¹:
13

14
15 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
16 to the Action, including all Class Members. Pursuant to this Court’s Order Granting Preliminary
17 Approval of Class Action Settlement of ____, the Notice Packet was sent to each Class Member
18 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
19 Settlement, their right to receive their proportional share of the Settlement, their right to request
20 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
21 person or by counsel at the final approval hearing and be heard regarding final approval of the
22 Settlement. Adequate periods of time were provided by each of these procedures. No member of
23 the Settlement Class presented written objections to the proposed Settlement as part of this notice
24

25
26
27 ¹ A true and correct copy of the Court’s ruling on the Motion for Final Approval of Class Action
28 Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference.

1 process, stated an intention to appear, or actually appeared at the final approval hearing.

2 2. For purposes of this Final Order and Judgment, the Class Members are all
3 individuals Defendant Workforce Personnel, Inc. employed at Diamond Wipes International,
4 Inc.'s Chino location as an hourly, non-exempt employee during the Class Period of September
5 19, 2018 to the date of preliminary approval of this Settlement.
6

7 3. The Court finds and determines that the notice procedure afforded adequate
8 protections to Class Members and provides the basis for the Court to make an informed decision
9 regarding final approval of the Settlement based on the responses of Class Members. The Court
10 finds and determines that the notice provided in this case was the best notice practicable, which
11 satisfied the requirements of law and due process as to all persons entitled to such notice.
12

13 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
14 resolution set forth in this Settlement will release and discharge the Released Claims by way of
15 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
16 of any kind by each and all of the Settlement Class Members (including participation to any extent
17 in any representative or collective action) against the Released Parties. This release will not take
18 effect until Defendant has paid the Gross Settlement Amount in full per this Settlement
19 Agreement.
20

21 **PAGA Release.** Plaintiff releases all claims for civil penalties that could have been
22 sought by the Labor Commissioner for the violations identified in Plaintiffs pre-filing letter to
23 the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee
24 unless such Aggrieved Employee is a Participating Class Member.

25 **“Released Claims”** shall mean all claims stated in the Operative Complaint and based
26 solely on the facts alleged in the Operative Complaint. **“Released Parties”** shall mean Defendant,
27

its officers, directors, employees and agents. “Released Parties” does not include Diamond Wipes International Inc. or any of its officers, directors, employees or agents.

2. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement, including the release of claims contained therein, should be and hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement according to its terms. As of the Effective Date of Settlement, and for the duration of the Settlement Class Period, all Class Members are hereby deemed to have waived and released all Released Claims and are forever barred and enjoined from prosecuting the Released Claims against the Released Parties as fully set forth in the Settlement. No objections were received by the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____ Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by the Administrator and therefore is/are not in the Settlement Class.

3. The Court finds and determines that (a) the Settlement Shares to be paid to Participating Class Members and (b) the LWDA payment as civil penalties under the California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts be made to the Participating Class Members and to the California Labor & Workforce Development Agency (“LWDA”), in accordance with the terms of the Settlement.

4. The Court further grants final approval to and orders that the following payments be made in accordance with the terms of the Settlement:

a. Class Counsel fees & costs of \$113,333.33 in attorneys' fees and

1 \$ _____ in litigation costs to Class Counsel;

2 b. \$5,000.00 as a Class Representative Service Payment award payable to
3 Plaintiff Maria De La Luna Huerta for her service as a Class Representative;

4 c. \$12,000.00 in costs of the Administrator payable to Apex Class Action for
5 its services as the Administrator; and

6 d. Payment of \$3,750.00 (75% of the \$5,000.00 PAGA Penalties) to the
7 LWDA.
8

9 7. The settlement shall proceed as directed in the Settlement, and no payments
10 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
11 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
12 of all matters relating to the interpretation, administration, implementation, effectuation and
13 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
14 Court 3.769(h).
15

16 8. Defendant shall deposit the first Installment Payment of \$14,166.66 of the Gross
17 Settlement into an account controlled by the Administrator of the Settlement within 14 days of
18 this Final Order and Judgment. Thereafter, Defendant shall make 23 monthly contributions to the
19 account controlled by the Administrator 4. The next 22 Installment Payments shall also be in the
20 amount of \$14,166.66. the last Installment Payment shall be in the amount of \$ 14,166.82.
21 Defendant shall make each of the next 23 payments every 30 days thereafter. Defendant shall also
22 fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
23 funds to the Administrator for each distribution.
24

25 9. Other than its employer side payroll taxes, Defendant's payment of such sums
26 shall be the sole financial obligation of Defendant under the Settlement, and shall be in full
27

1 satisfaction of all claims released herein, including, without limitation, all claims for wages,
2 penalties, interest, attorneys' fees, costs and expenses.

3 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
4 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
5 Share check. After the expiration of the 180-day period, on Defendant's behalf, the Administrator
6 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
7 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
8 California Unclaimed Property Fund.

10 11. The Parties shall file a final accounting report by _____. A non-appearance case
11 review re submission of a final report is scheduled for _____ at _____.m. in Department S17.

12 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
13 Parties' obligations under the Settlement or hereunder, including the requirement that Defendant
14 deposits funds for distribution by the Administrator to Participating Class Members in accordance
15 with the Settlement.

17 13. The Court hereby enters final judgment in this case in accordance with the terms
18 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
19 Order and Judgment.

20 14. The Parties are hereby ordered to comply with the terms of the Settlement.

21 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
22 provided by the Settlement and this Final Order and Judgment.

24 16. The Settlement is not an admission by Defendant nor is this Final Order and
25 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant.
26 Furthermore, the Settlement is not a concession by Defendant and shall not be used as an
27

1 admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and
2 Judgment, the Settlement, any document referred to herein, any exhibit to any document referred
3 to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related
4 to the Settlement are to be construed as, or deemed to be evidence of, or an admission or
5 concession with regard to, the denials or defenses of Defendant, and shall not be offered in
6 evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other
7 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and
8 Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other
9 papers and records on file in the Action may be filed in this Court or in any other litigation as
10 evidence of the settlement by Defendant to support a defense of res judicata, collateral estoppel,
11 release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.
12

13 17. This document shall constitute a Judgment for purposes of California Rule of
14 Court 3.769(h).
15

16 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
17

18
19 **DATE**

THE HONORABLE JOSEPH T. ORTIZ
SUPERIOR COURT JUDGE