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and aggrieved

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JUAN MANUEL VIEYRA BAROCIO, an
individual, and on behalf of all others
similarly situated,

Plaintiff,

v.

INDUSTRIAL FIELD SERVICES, INC., a
California Corporation; LIU C. SCHOLA, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No: 23STCV01522

(Related to Case Nos. 23STCV02128,
23STCV06381 and 23STCV07856)

[Assigned for all purposes to the Hon.
William F. Highberger in Dept. 10
(Complex)]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: January 24, 2023
Trial Date: None Set

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9 and LIU C. SCHOLA
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1 **1. DEFINITIONS**

2 1.1. “Action” means the class action lawsuit alleging wage and hour violations against
3 Defendants, captioned *Juan Manuel Vieyra Barocio v. Industrial Field Services, Inc., et al.*, Case
4 No. 23STCV01522, initiated on January 24, 2023, and pending in Superior Court of the State of
5 California, County of Los Angeles.

6 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to
7 appoint to administer the Settlement.

8 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
9 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
10 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
11 Preliminary Approval of the Settlement.

12 1.4. “Aggrieved Employees” means all persons currently or formerly employed by
13 Defendants, as non-exempt, hourly-paid employees in the State of California, at any time during
14 the PAGA Period.

15 1.5. “Class” or “Settlement Class” means all persons currently or formerly employed by
16 Defendants, as non-exempt, hourly-paid employees in the State of California, at any time during
17 the Class Period.

18 1.6. “Class Counsel” means David D. Bibiyan, Jeffrey D. Klein and Vedang J. Patel of
19 Bibiyan Law Group, P.C.

20 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
21 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
22 expenses, respectively, incurred to prosecute the Action.

23 1.8. “Class Data” means Class Member’s identifying information in Defendants’ custody,
24 possession, or control, including the Class Member’s: (1) name; (2) last known address(es); (3)
25 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
26 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

27 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
28 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 DATE FOR FINAL APPROVAL HEARING, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from January 24, 2019 through December 31, 2023.

1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

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

1.16. “Defendants” means named defendants Industrial Field Services, Inc., and Liu C. Schola (erroneously named as Schola C. Liu in Case No. 23STCV06381).

1.17. “Defense Counsel” means Robert G. Loewy of Law Office of Robert G. Loewy, P.C., and Michael S. Magnuson of Law Offices of Michael S. Magnuson.

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. “Gross Settlement Amount” means \$670,000.00 (Six Hundred Seventy Thousand Dollars and Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8.1 below, and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administrator’s Expenses Payment.

1.22. “Individual Class Payment” means the Participating Class Members’ pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

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

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

1.27. “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 Payments, 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.

1.28. “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.

1.29. “Operative Complaint” means the Second Amended Complaint to be filed in the Action.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked

for Defendants for at least one day during the PAGA Period, based on dates of employment (*i.e.* hire dates, re-hire dates (as applicable), and termination dates (as applicable)).

1.31. “PAGA Period” means the period from January 24, 2022 through December 31, 2023.

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

1.33. “PAGA Notices” means plaintiff Juan Manuel Vieyra Barocio’s January 23, 2023 letter (“Barocio PAGA Notice”) and plaintiff Brian Gomez’s January 30, 2023 letter (“Gomez PAGA Notice”) to Defendants and the LWDA, providing notices pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties (\$30,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500.00) and the 75% to the LWDA (\$22,500.00) in settlement of PAGA claims.

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

1.36. “Plaintiffs” means Juan Manuel Vieyra Barocio and Brian Gomez, the named plaintiffs in the Action.

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

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns subsidiaries and affiliates.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member was employed by the Defendants in a non-exempt, hourly position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On January 23, 2023, plaintiff Juan Manuel Vieyra Barocio (“Barocio”) filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“Barocio PAGA Notice”).

2.2. On January 24, 2023, Barocio commenced this Action by filing a complaint alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation from employment; (6) failure to provide accurate and compliant wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify for business expenses; (9) failure to pay unused vested vacation time; and (10) engaging in unfair competition (the “Barocio Class Action”).

2.3. On January 31, 2023, plaintiff Brian Gomez (“Gomez”) filed a separate complaint in the Los Angeles County Superior Court, captioned *Brian Gomez v. Industrial Field Services, Inc., et al.*, Case No. 23STCV02128, alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or

1 compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof;
2 (5) failure to pay all wages due upon separation from employment; (6) failure to provide accurate
3 and compliant wage statements; (7) failure to timely pay wages during employment; (8) failure
4 to pay unused vested vacation time; (9) failure to provide suitable seating; and (10) engaging in
5 unfair competition (the “Gomez Class Action”)...

6 2.4. On January 30, 2024, Gomez filed and served on Defendants a notice under Labor Code
7 section 2699.3 stating he also intended to serve as a proxy of the LWDA to recover civil penalties
8 on behalf of Aggrieved Employees for alleged Labor Code violations (“Gomez PAGA Notice”).

9 2.5. On April 4, 2023, after 65 days had passed without any communication from the LWDA,
10 Barocio filed a First Amended Complaint in the Barocio Class Action, adding a cause of action
11 under PAGA seeking civil penalties for violations of the Labor Code as alleged in the Barocio
12 PAGA Notice.

13 2.6. On April 10, 2023, after 65 days passed without any communication from the LWDA,
14 plaintiff Gomez filed a separate representative action under PAGA in the Los Angeles County
15 Superior Court, captioned *Brian Gomez v. Industrial Fields Services, Inc., et al.*, Case Number
16 23STCV07856, for civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1,
17 and 2699, in connection with the allegations made in the Gomez PAGA Notice (the “Gomez
18 PAGA Action”).

19 2.7. As part of this Agreement, the Parties agree to stipulate to plaintiff Barocio’s filing of a
20 Second Amended Complaint in the Barocio Action, adding all claims from the Gomez Class
21 Action and the Gomez PAGA Action, adding plaintiff Gomez as a Class Representative, and
22 dismissing the Gomez Class Action and the Gomez PAGA Action, without prejudice. The
23 Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).
24 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the
25 laws identified in the Operative Complaint and deny any and all liability for the causes of action
26 alleged.

27 2.8. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notices
28 to Defendants and the LWDA by sending the PAGA Notices.

2.9. On October 31, 2023, the Parties participated in an all-day mediation presided over by Gig Kyriacou, Esquire, which led to this Agreement to settle the Action.

2.10. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll records for approximately 10% of the estimated 231 putative class members, representing 10,500 Workweeks from January 24, 2029 through mediation; (2) all relevant policy documents of Defendants; and (3) contact information of putative class members. 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, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.11. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendants promise to pay \$670,000.00 as the Gross Settlement Amount, unless escalated pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiffs: Class Representative Service Payments to each Class Representative of not more than \$5,000.00, for a total of \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives

are entitled to receive as Participating Class Members. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$223,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose request for these payments provided that do not exceed these amounts. Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either Class Members or request for additional

consideration from Defendants for such work unless, Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary for Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,950.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

1 \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00)
2 allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual
3 PAGA Payments.

4 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
5 dividing the amount of the Aggrieved Employees' 25% share of PAGA
6 Penalties (\$7,500.00) by the total number of PAGA Period Pay Periods worked
7 by all Aggrieved Employees during the PAGA Period and (b) multiplying the
8 result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
9 Employees assume full responsibility and liability for any taxes owed on their
10 Individual PAGA Payment.

11 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
12 the Administrator will allocate the remainder to the Net Settlement Amount.
13 The Administrator will report the Individual PAGA Payments on IRS 1099
14 Forms.

15 **4. SETTLEMENT FUNDING AND PAYMENTS**

16 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
17 to date, Defendants estimate there are 220 Class Members who collectively worked
18 approximately a total of 10,500 Workweeks as of October 31, 2023, and 49 Aggrieved
19 Employees who worked approximately a total of 2,205 PAGA Pay Periods.

20 4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the
21 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
22 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 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
27 Class Data omitted class member identifying information and to provide corrected or updated
28 Class Data as soon as reasonably feasible. Without any extension of the deadline by which

Defendants 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. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all 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 Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments 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 Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other

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

9 4.4.3. For any Class Member whose Individual Class Payment check or Individual
10 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
11 shall transmit the funds represented by such checks to the California Controller's
12 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
13 residue" subject to the requirements of California Code of Civil Procedure Section 384,
14 subd. (b).

15 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
16 not obligate Defendants to confer any additional benefits or make any additional
17 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
18 specified in this Agreement.

19 **5. RELEASE OF CLAIMS**

20 Effective on the date when Defendants fully fund the entire Gross Settlement Amount
21 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
22 Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as
23 follows:

24 5.1. Plaintiffs' Release. Plaintiffs, on behalf of themselves and their respective former and
25 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
26 generally, release and discharge Released Parties from all claims, transactions, or occurrences,
27 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
28 based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or

1 reasonably could have been, alleged based on facts contained in the Operative Complaint,
2 Plaintiffs' PAGA Notices, or ascertained during the Action and released under 5.2, below
3 ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce
4 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
5 social security benefits, workers' compensation benefits that arose at any time, or based on
6 occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts
7 or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be
8 true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
9 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

10 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
11 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions,
12 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

17 5.1.2. Plaintiffs' Claims Excluded from Plaintiffs' Release. Plaintiffs' release, including
18 the 1542 waiver, expressly exclude Plaintiffs' claims under the Fair Employment and
19 Housing Act, the California Family Rights Act, discrimination, failure to provide
20 reasonable accommodation, failure to engage in a good faith interactive process,
21 retaliation, harassment, wrongful termination in violation of public policy, intentional
22 infliction of emotional distress, negligent infliction of emotional distress, and related
23 claims, which shall not be affected by this Agreement.

24 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
25 themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, release the Released Parties, for the duration of the Class
27 Period, from all claims based on the facts stated in the Operative Complaint, including: (1) all
28 claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all

claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation from employment; (6) all claims for failure to provide accurate and compliant wage statements; (7) all claims for failure to timely pay wages during employment; (8) all claims for failure to indemnify for business expenses; (9) all claims for failure to pay unused vested vacation time; and (10) all claims asserted through California Business & Professions Code section 17200, *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint (“Released Class Claims”).

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699, in connection with alleged violations of Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 256, 432, 510, 512, 1174, 1194, 1197, 1198.5, 2802, and 2810.3, and 2810.5 (“Released PAGA Claims”).

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendants’ Declaration in Support of Preliminary Approval. Within 7 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or

1 potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and
2 Defendants shall aver that they are not aware of any other pending matter or action asserting
3 claims that will be extinguished or adversely affected by the Settlement.

4 6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
5 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
6 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
7 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
8 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
9 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
10 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
11 to its willingness to serve; competency; operative procedures for protecting the security of Class
12 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
13 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members
14 ; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense
15 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
16 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
17 Members, the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting
18 to its competency to represent the Class Members; its timely transmission to the LWDA of all
19 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
20 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
21 section 2699, subd. (l)(2)).

22 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
23 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
24 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
25 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
26 Approval. Class Counsel are responsible for delivering the Court's Preliminary Approval to the
27 Administrator.

28 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

1 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
2 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
3 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
4 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
5 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
6 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
7 Court's concerns.

8 **7. SETTLEMENT ADMINISTRATION**

9 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. from the
10 three (3) settlement administrators which submitted their bids, to serve as the Administrator and
11 verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to
12 perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of
13 Administration Expenses. The Parties and their Counsel represent that they have no interest or
14 relationship, financial or otherwise, with the Administrator other than a professional relationship
15 arising out of prior experiences administering settlements.

16 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
17 Identification Number for purposes of calculating payroll tax withholdings and providing reports
18 to state and federal tax authorities.

19 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
20 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
21 468B-1.

22 7.4. Notice to Class Members

23 7.4.1. No later than three (3) business days after receipt of the Class Data, the
24 Administrator shall notify Class Counsel that the list has been received and state the
25 number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class
26 Data.

27 7.4.2. Within 14 days after receiving the Class Data, or soon thereafter, the
28 Administrator will send to all Class Members identified in the Class Data, via first-class

1 United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation,
2 substantially in the form attached to this Agreement as Exhibit “A.” The first page of
3 the Class Notice shall prominently estimate the dollar amounts of any Individual Class
4 Payment and/or Individual PAGA Payment payable to the Class Member, and the number
5 of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
6 Before mailing Class Notices, the Administrator shall update Class Member addresses
7 using the National Change of Address database.

8 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
9 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
10 Notice using any forwarding address provided by the USPS. If the USPS does not
11 provide a forwarding address, the Administrator shall conduct a Class Member Address
12 Search, and re-mail the Class Notice to the most current address obtained. The
13 Administrator has no obligation to make further attempts to locate or send Class Notice
14 to Class Members whose Class Notice is returned by the USPS a second time.

15 7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks
16 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
17 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
18 notice is re-mailed. The Administrator will inform the Class Member of the extended
19 deadline with the re-mailed Class Notice.

20 7.4.5. If the Administrator, Defendants or Class Counsel are contacted by or otherwise
21 discovers any persons who believe they should have been included in the Class Data
22 and should have received Class Notice, the Parties will expeditiously meet and confer
23 in person or by telephone, and in good faith, in an effort to agree on whether to include
24 them as Class Members. If the Parties agree, such persons will be Class Members
25 entitled to the same rights as other Class Members, and the Administrator will send, via
26 email or overnight delivery, a Class Notice requiring them to exercise options under this
27 Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in
28 the Class Notice, which ever are later.

1 7.5. Requests for Exclusion (Opt-Outs).

2 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
3 must send the Administrator, by mail, a signed written Request for Exclusion not later
4 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
5 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
6 from a Class Member or his/her representative that reasonably communicates the Class
7 Member's election to be excluded from the Settlement and includes the Class Member's
8 name, address and email address or telephone number. To be valid, a Request for
9 Exclusion must be timely postmarked by the Response Deadline.

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

19 7.5.3. Every Class Member who does not submit a timely and valid Request for
20 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
21 to all benefits and bound by all terms and conditions of the Settlement, including the
22 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
23 regardless of whether the Participating Class Member actually receives the Class Notice
24 or objects to the Settlement.

25 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment or
27 have the right to object to the class action components of the Settlement. Because future
28 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-

1 Participating Class Members who are Aggrieved Employees are deemed to release the
2 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
3 PAGA Payment.

4 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
5 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
6 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
7 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
8 allocation by communicating with the Administrator via mail. The Administrator must encourage
9 the challenging Class Member to submit supporting documentation. In the absence of any
10 contrary documentation, the Administrator is entitled to presume that the Workweeks contained
11 in the Class Notice are correct so long as they are consistent with the Class Data. The
12 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
13 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
14 shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
15 to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

16 7.7. Objections to Settlement

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

21 7.7.2. Participating Class Members may send written objections to the Administrator by
22 mail. In the alternative, Participating Class Members may appear in Court (or hire an
23 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
24 A Participating Class Member who elects to send a written objection to the
25 Administrator must do so not later than 45 days after the Administrator's mailing of the
26 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
27 mailed).

28 7.7.3. Non-Participating Class Members have no right to object to any of the class action

components of the Settlement.

7.8. 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.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will 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 Class Notice, 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 and a toll-free telephone number to receive Class Member calls and emails.

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

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

Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Before the date by which Plaintiffs are required to file the Motion for Final Approval of 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 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, 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 are responsible for filing the Administrator's declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 220 Class Members and 10,500 total Workweeks during the Class

Period and (2) there were 49 Aggrieved Employees who worked approximately a total 2,025 Pay Periods during the PAGA Period.

8.1. Increased in Workweeks. Defendants represent that there are no more than 10,500 Workweeks worked by Class Members during the Class Period. In the event the number of Workweeks worked increases by more than 10% or 1,050 Workweeks worked, then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in the Class Period in excess of 10,500 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$670,000.00) by 10,500 Workweeks. The Parties agree that the Workweek Value amounts to and the settlement amounts to \$63.81 per Workweek ($\$670,000.00 / 10,500$ Workweeks). Thus, for example, should there be 12,000 Workweeks worked by Class Members in the Class Period, then the Gross Settlement Amount shall be increased by \$28,714.50 (12,000 Workweeks – 11,550 Workweeks) x \$63.81 per Workweek).

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”).

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

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

Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the 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 the amount of the Net Settlement Amount.

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

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

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

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

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

11.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and

1 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
2 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
3 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
4 terms of this Agreement including any amendments to this Agreement.

5 11.5. Cooperation. The Parties and their counsel will cooperate with each other and use their
6 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
7 Settlement Agreement, submitting supplemental evidence, and supplementing points and
8 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
9 or content of any document necessary to implement the Settlement, or on any modification of the
10 Agreement that may become necessary to implement the Settlement, the Parties will seek the
11 assistance of a mediator and/or the Court for resolution.

12 11.6. No Prior Assignments. The Parties separately represent and warrant that they have not
13 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
14 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
15 action, or right released and discharged by the Party in this Settlement.

16 11.7. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
17 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
18 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
19 Part 10, as amended) or otherwise.

20 11.8. Modification of Agreement. This Agreement, and all parts of it, may be amended,
21 modified, changed, or waived only by an express written instrument signed by all Parties or their
22 representatives, and approved by the Court.

23 11.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
24 the benefit of, the successors of each of the Parties.

25 11.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
26 governed by and interpreted according to the internal laws of the state of California, without
27 regard to conflict of law principles

28 11.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of

1 this Agreement. This Agreement will not be construed against any Party on the basis that the
2 Party was the drafter or participated in the drafting

3 11.12. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
4 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
5 Defendants in connection with the mediation, other settlement negotiations, or in connection with
6 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
7 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

8 11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
9 inserted for convenience of reference only and does not constitute a part of this Agreement.

10 11.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
11 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
12 weekend or federal legal holiday, such date or deadline shall be on the first business day
13 thereafter.

14 11.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts
15 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall
16 be accepted as an original. All executed counterparts and each of them will be deemed to be one
17 and the same instrument if counsel for the Parties will exchange between themselves signed
18 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
19 contents of this Agreement.

20 11.16. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
21 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
22 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
23 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
24 process.

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1 **IT IS SO AGREED:**

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4 For Plaintiff, Juan Manuel Vieyra Barocio

For Defendant, Industrial Field Services, Inc.

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6 
Brian Gomez (May 23, 2024 09:00 PDT)
7 For Plaintiff, Brian Gomez

For Defendant, Liu C. Schola

8
9 *Vedang J. Patel*
10 David D. Bibiyan
11 Vedang J. Patel
12 Counsel for Plaintiffs, Juan Manuel Vieyra
Barocio and Brian Gomez

Robert G. Loewy
Michael S. Magnuson
Counsel for Defendants, Industrial Field
Services, Inc., and Liu C. Schola

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IT IS SO AGREED:

For Plaintiff, Juan Manuel Vieyra Barocio

For Plaintiff, Brian Gomez

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs, Juan Manuel Vieyra
Barocio and Brian Gomez

For Defendant, Industrial Field Services, Inc.

For Defendant, Liu C. Schola

Robert G. Loewy
Michael S. Magnuson
Counsel for Defendants, Industrial Field
Services, Inc., and Liu C. Schola