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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

TYLER ANDREW STAICER, on behalf of himself and all others similarly situated, Plaintiff, v. S-FER INTERNATIONAL INCORPORATED, a New York corporation; and DOES 1 to 10, inclusive Defendant.	**CASE NO. 37-2023-00006023-CU-OE-CTL** **<u>CLASS ACTION</u>** Assigned to Hon. Judy S. Bae **JOINT STIPULATION CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE** Complaint filed: February 10, 2023

JOINT STIPULATION FOR CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class and PAGA Representative Action Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff TYLER ANDREW STAICER ("Plaintiff" or "Class Representative"), as an individual and on behalf of all others similarly situated, and allegedly aggrieved employees, and Defendant S-FER INTERNATIONAL INCORPORATED ("Defendant").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means *Tyler Andrew Staicer v. S-FER International Incorporated*, San Diego Superior Court, Case No. 37-2023-00006023-CU-OE-CTL ("Class Action) and Case No. 37-2023-00029042-CU-OE-CTL (Private Attorneys General Act Action ("PAGA Action")) (collectively, the "Action").

2. "Aggrieved Employees" and "PAGA Settlement Group Members" is defined as all persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning one year and sixty-five (65) days before the filing of Plaintiff's PAGA Notice to the Labor and Workforce Development Agency on February 10, 2023—i.e., December 7, 2021, through the date of preliminary approval of the Settlement Agreement, or pursuant to the provisions of Paragraph 55.

3. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action, and all Court approved costs incurred and to be incurred by Class Counsel in the Action, including but not limited to, costs associated with documenting the Settlement, providing any notices to governmental agencies required as part of the Settlement or Court Order, securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts. Class Counsel will request attorneys' fees not in excess of thirty-three and 1/3 percent (33.33%) of the Gross

Fund, or $166,666.67. Class Counsel will request costs of up to $25,000, to be deducted from the Gross Fund.

4. "Class Counsel" means BRADLEY/GROMBACHER, LLP and MAJARIAN LAW GROUP APC.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from Defendant's records and provide to the Settlement Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's: (1) full name; (2) last known home address; (3) social security number; (4) start and end dates of work performed in California as a non-exempt employee of Defendant; (5) total work weeks and pay periods for work performed in California during the Class Settlement Covered Period and PAGA Settlement Covered Period; and (6) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. "Class Members" are defined as all persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint on February 10, 2023—i.e., February 10, 2019 through the date of preliminary approval of the Settlement Agreement, or pursuant to the provisions of Paragraph 55.

7. "Class Notice" means the Notice of Class Action Settlement, substantially in the format attached as **Exhibit A**.

8. "Class Settlement Covered Period" means the period from February 10, 2019, through the preliminary approval or pursuant to the provisions of Paragraph 55.

9. "Class/PAGA Representative Enhancement Payment" means the amount to be paid to Plaintiff in the Action in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for Plaintiff's general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of Class/PAGA Representative Enhancement Payment of $10,000.00.

10. "Court" means the California Superior Court for the County of San Diego.

11. "Defendant" means S-FER International Incorporated.

12. "Effective Date" means the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, i.e., 65 days from the date the court grants final approval and enters judgment; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within that timeframe, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief. The Effective Date is a condition of performance of the obligations under this Settlement.

13. "First Amended Complaint" means the proposed First Amended Complaint attached hereto as **Exhibit B**.

14. "Gross Fund" means the maximum agreed amount of $500,000, to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims by Class Members and Aggrieved Employees arising from the Action, which includes all Individual Settlement Payments to Qualified Class Members and PAGA Settlement Group Members, Attorneys' Fees and Costs to Class Counsel, the Class/PAGA Representative Enhancement Payment to Plaintiff, the Labor and Workforce Development Agency ("LWDA") Payment, and Settlement Administration Costs to the Settlement Administrator. This Gross Fund has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual claims in the Action. In no event will Defendant be liable for more than the Gross Fund except as provided in Paragraph 55. The Gross Fund includes employee payroll taxes. Defendant will be separately responsible for any employer-side payroll taxes required by law, which shall be paid by Defendant in addition to the Gross Fund. There will be no reversion of the Gross Fund to Defendant.

15. "Individual Settlement Payment" means each Qualified Class Member and PAGA Settlement Group Member's respective share of the Net Settlement Amount.

16. "Labor and Workforce Development Agency Payment" means the amount that the

Parties have agreed to pay to the LWDA in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698 *et seq.*) ("PAGA") out of the PAGA Settlement Amount. The Parties have agreed that $50,000.00 of the Gross Fund will constitute the PAGA Settlement Amount and be remitted in consideration for the resolution of PAGA Settlement Group Members' claims arising under PAGA during the PAGA Settlement Covered Period. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Settlement Amount, or $37,500.00, will constitute the Labor and Workforce Development Agency Payment and Twenty-Five Percent (25%) of the PAGA Settlement Amount, or $12,500.00, will constitute the Net PAGA Settlement Amount to be paid to the PAGA Settlement Group Members.

17. "Net Class Settlement Amount" means the portion of the Gross Fund remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Class Settlement Amount will be distributed to the Qualified Class Members. There will be no reversion of the Net Class Settlement Amount to Defendant if any funds cannot be distributed.

18. "Net PAGA Settlement Amount" refers to the 25% portion of the PAGA Settlement Amount available for distribution to the PAGA Settlement Group Members. There will be no reversion of the Net PAGA Settlement Amount to Defendant if any funds cannot be distributed.

19. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (iii) copies of any papers, briefs, or other documents upon which the objection is based, if any documents are a basis of the objection.

20. "PAGA Released Claims" are defined to include all claims released by the PAGA Settlement Group Members for PAGA civil penalties pleaded in the Complaints, and/or First Amended Complaints, and/or any PAGA letters and/or amended PAGA letters sent to the LWDA by Plaintiff during or prior to the Action, and/or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action, against Defendant and/or Released Parties.

21. "PAGA Settlement Amount" means the amount the Parties have agreed to allocate to the resolution of PAGA Claims during the PAGA Settlement Covered Period. The Parties have agreed that $50,000.00 of the Gross Fund will constitute the PAGA Settlement Amount.

22. "PAGA Settlement Covered Period" means the period of time from December 7, 2021 through the preliminary approval or pursuant to the provisions of Paragraph 55.

23. "Parties" means Plaintiff and Defendant, collectively.

24. "Pay Periods" means the number of pay periods worked by the PAGA Settlement Group Members for any Defendant in California during the PAGA Settlement Covered Period. All PAGA Settlement Group Members must be credited with at least one Pay Period.

25. "Plaintiff" means Tyler Andrew Staicer.

26. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

27. "Qualified Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion and are thus entitled to a share of the Net Class Settlement Amount.

28. "Released Claims" means "Released Class Claims" and "Released PAGA Claims," collectively.

29. "Released Class Claims" means the claims released by the Qualified Class Members including, all claims pleaded in the Complaints, and/or First Amended Complaints, and/or any PAGA letters, and/or amended PAGA letters sent to the LWDA by Plaintiff during or prior to the Action, and/or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action, against Defendant and/or Released Parties, for work performed during the Class Settlement Covered Period, including but not limited to the following:

(a) Any claims for unpaid wages including minimum, regular, and/or overtime and/or double time wages (including but not limited to Cal. Labor Code ("Lab. Code") §§ 200, 206, 500, 510, 558, 1182, 1182.11, 1182.12, 1193.6, 1194, 1194(a), 1194.2, 1194.2(a), 1197, 1197.1, 1198, 1391, and/or all applicable Wage Orders); failure to provide meal periods and/or meal period premium payments (including but not limited to Lab. Code §§ 218, 218.6, 226.7, 512, and/or all applicable

Wage Orders); failure to provide rest breaks and/or days of rest and/or rest break premium payments (including but not limited to Lab. Code §§ 226.7, 512, 516 and/or all applicable Wage Orders); expense reimbursement (including but not limited to Lab. Code §§ 2800 and/or 2802); failure to timely pay wages or vacation pay (including but not limited to Lab. Code §§ 201-204, 210); improper sick pay (Lab. Code § 246 *et seq.*); failure to maintain or furnish accurate employment records (including but not limited to Lab. Code §§ 1174, 1174(d) 1174.5, 1175, 1198.5, and/or all applicable Wage Orders); failure to provide accurate wage statements (including but not limited to Lab. Code §§ 226, 226.3); failure to maintain or furnish accurate employment records (including but not limited to Lab. Code §§ 432, 1174, 1174.5, 1175, 1198.5, and/or all applicable Wage Orders, including but not limited Wage Orders No. 7-2001 and No. 16-2001); claims for unfair competition and/or business practices (Cal. Bus. & Prof. Code § 17200 *et seq.*); failure to provide appropriate seating (including but not limited to Lab. Code § 1198, Wage Order No. 7-2001, Wage Order No. 16-2001, Code of Regulations, title 8, sections 11070(14)(A)-(B)); all claims based on the foregoing under the applicable Wage Orders and/or California Code of Regulations, including but not limited to Wage Order No. 7-2001 and Wage Order No. 16-2001; all claims for penalties, including, but not limited to PAGA (Lab. Code § 2698 *et seq.* with the LWDA, State of California, and/or Plaintiff as proxies for the LWDA release); all claims for interest, penalties, premiums, and/or attorney's fees in connection with any of the preceding claims (including but not limited to Lab. Code §§ 210, 218.5, 218.6, 221, 222, 223, 226, 256, 226.3, 1194, 1194.3); Cal. Civ. Code §§ 3287, 3289, Cal. Civ. Proc. Code § 1021.5, and/or all other statutory and/or regulatory violations alleged in Complaints, and/or First Amended Complaints, and/or any PAGA letters and/or amended PAGA letters sent to the LWDA.

(b) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices and/or punitive damages alleged and/or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action; and

(c) Any and all other claims under California common law, the California Labor Code including but not limited to the California Private Attorneys General Act ("PAGA") (Lab. Code § 2698 *et seq.*), the Fair Labor Standards Act ("FLSA" or 29 U.S.C § 206 *et seq.*), California Industrial

Welfare Commission Wage Orders ("Wage Orders"), and/or the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action. In addition, to the extent required by law, the cashing of the settlement check by the Qualified Class Member shall be deemed an opt-in for purposes of releasing the Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Settlement Class. The Settlement Administrator shall include a legend on the settlement check stating: "By cashing this check, I am opting into the settlement in *Tyler Andrew Staicer v. S-FER International Incorporated,* San Diego Superior Court, Case No. 37-2023-00006023-CU-OE-CTL and Case No. 37-2023-00029042-CU-OE-CTL under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement." The release shall be given full res judicata and collateral estoppel effect upon entry of judgment.

30. "Released PAGA Claims" means the claims released by the PAGA Settlement Group Members will include all claims for PAGA civil penalties related in any way to unpaid wages, minimum wage, overtime, meal and rest breaks (and related premiums), failure to maintain records, inaccurate wage statements, sick pay, waiting time penalties, suitable seating and expense reimbursements, pleaded in the Complaints, and/or First Amended Complaints, and/or any PAGA letters and/or amended PAGA letters sent to the LWDA by Plaintiff during or prior to the Action, and/or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action, against Defendant and/or Released Parties.

31. "Released Parties" are defined to include Defendant, as well as each and all of its past and present direct or indirect parents, subsidiaries, predecessors, successors, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, trustees and legal

representatives, and any individual or entity which could be jointly liable with Defendant.

32. "Release Period" means the Class Settlement Covered Period.

33. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the non-PAGA portion of the Settlement. The Request for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the social security number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the Response Deadline.

34. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection or workweek disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45^{th}) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

35. "Settlement Administrator" or "Administrator" means the third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. "Settlement Administration Costs" means the costs payable from the Gross Fund to the Settlement Administrator for administering the Settlement, including, but not limited to, printing, distributing, and tracking documents for the Settlement, tax reporting, distributing the Gross Fund, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Fund, with any excess in cost reducing the amount available to distribute to the Qualified Class Members, and any short fall increasing the amount available to distribute to the Qualified Class Members.

37. "Workweeks" means the number of workweeks that each Class Member worked for

any Defendant in California during the Class Settlement Covered Period. All Class Members must be credited with at least one workweek.

TERMS OF AGREEMENT

Plaintiff, on behalf of himself, Class Members, PAGA Settlement Group Members, and Defendant agree as follows:

38. Stipulation to Amend Pleadings and Consolidate Class and PAGA Actions. For settlement approval purposes only, the Parties agree that Plaintiff's counsel will dismiss the PAGA Action, Case No. 37-2023-00029042-CU-OE-CTL, pending in San Diego County Superior Court, without prejudice and amend the Class Action, Case No. 37-2023-00006023-CU-OE-CTL, currently pending in San Diego County Superior Court, and amend the PAGA letter, in the form agreeable to all the Parties, to allege the putative class claims now pending in the Class Action, including all facts and legal theories that it encompasses as well as add a claim for failure to provide meal periods or compensation in lieu of thereof, the PAGA claims alleged in the PAGA Action, and to seek approval of the Settlement in the First Amended Complaint. The Parties agree that the previously filed answer shall also apply as the operative responsive pleading to the First Amended Complaint. Plaintiff maintains the Class and PAGA Actions have merit and Defendant denies the Class or PAGA Actions are appropriate for class treatment or manageable at trial for any purpose other than settling the Action. A true and correct copy of the First Amended Complaint is attached as **Exhibit B**.

39. Funding of the Gross Fund. Defendant will issue payment in the amount of the Gross Fund of $500,000 to the Settlement Administrator, which will be deposited into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay employer's share of payroll taxes separately. After the Effective Date, the Gross Fund will be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the Class/PAGA Representative Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs. Defendant will issue payment in the amount of the Gross Fund within twenty-one (21) business days of the Effective Date. Defendant shall submit any additional payroll taxes within sixty (60) business days after receiving the calculations from the Settlement

Administrator and after the Effective Date.

40. Attorneys' Fees and Costs. Class Counsel will file a motion for Attorneys' Fees and Costs of not more than Thirty-Three and 1/3 percent (33.33%) of the Gross Settlement Fund, or $166,666.67, plus the reimbursement of verified litigation costs and expenses associated with Class Counsel's litigation and settlement of the Action as requested pursuant to motion according to proof and approval by the Court, both of which will be paid from the Gross Settlement Fund. The amount paid as and for attorneys' fees, costs and expenses shall discharge any and all claims for such fees, costs, and expenses. A reduction in these amounts by the Court is not grounds to void the Agreement.

41. Class/PAGA Representative Enhancement Payment. In exchange for a general and complete release, and in recognition of Plaintiff's effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose any application or motion for a Class/PAGA Representative Enhancement Payment of $10,000.00. A reduction in this amount by the Court is not grounds to void the Settlement. The Class/PAGA Representative Enhancement Payment will be paid from the Gross Settlement Fund and will be in addition to any Individual Settlement Payment Plaintiff may be entitled to pursuant to the Settlement. The Class/PAGA Representative Enhancement Payment will be characterized as taxable income and reported on IRS Forms 1099. The named Plaintiff will sign a release of all claims known and unknown, including a full waiver of California Civil Code § 1542 with respect to the Released Parties. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class/PAGA Representative Enhancement Payment.

42. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Fund, which shall not exceed the amount quoted (and ultimately billed) by the Claims Administrator. These costs, which will be paid from the Gross Settlement Fund, will include, *inter alia,* the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notice, calculating and distributing the Gross Settlement Fund, establishing and maintaining a settlement website in the manner described below and providing necessary reports and declarations.

43. PAGA Settlement Amount and Distribution. Subject to Court approval, the Parties agree that the amount of $50,000.00 from the Gross Settlement Fund will be designated for satisfaction of civil penalties arising out of the PAGA Claims during the PAGA Settlement Covered Period. Pursuant to PAGA, Seventy-Five Percent (75%), or $37,500.00, of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or $12,500.00, will constitute the Net PAGA Settlement Amount. The Net PAGA Settlement Amount paid to the PAGA Settlement Group Members will be calculated and apportioned based on the number of Pay Periods a PAGA Settlement Group Member worked during the PAGA Settlement Covered Period (regardless of whether they object to or are excluded from the non-PAGA portion of the Settlement) on a pro rata basis.

44. Net Class Settlement Amount. The entire Net Class Settlement Amount will be distributed to the Qualified Class Members. No portion of the Net Class Settlement Amount will revert or be retained by Defendant.

45. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Class Settlement Amount based on the number of Workweeks a Qualified Class Member worked during the Class Settlement Covered Period.

46. No Credit Toward Benefit Plans. The Individual Settlement Payments made to the Qualified Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible. It is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

47. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

48. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

49. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members

via regular First-Class U.S. Mail, using the most current, known mailing address identified in the Class List as updated by the process in Paragraph 49 below.

50. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or social security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have between the later of (i) an additional fifteen (15) calendar days or (ii) the Response Deadline to submit a Request for Exclusion or an objection to the Settlement.

51. Class Notice. All Class Members will be mailed Class Notice. Each Class Notice will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Qualified Class definition; (iv) the total number of Workweeks the Class Member worked for Defendant during the Class Settlement Covered Period; (v) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise the Class Settlement Covered Period; (vii) instructions on how to submit Requests for Exclusion; Notices of Objection or Workweek disputes; (viii) the deadlines by which the Class Member must postmark or fax Request for Exclusions, Notices of Objection or Workweek disputes; and (ix) the claims to be released

52. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the Workweek information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement

Administrator will decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. All disputes will be decided within five (5) business days of the Response Deadline.

53. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, which ever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received within that period, it will be deemed untimely.

54. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Class portion of the Settlement Agreement (i.e., to not waive individual claims for relief encompassed by the Released Class Claims by Class Members and not receive a portion of the Net Class Settlement Amount) must sign and facsimile or postmark written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Class Members who submit timely requests to opt out of the Settlement will not receive payment from the Settlement and will not be bound by the terms of the proposed Settlement or the final judgment (with the exception of claims arising under the PAGA.) Aggrieved Employees will receive their share of the employee portion of the PAGA penalties and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-out from the release of their class claims.

55. Class Size. The Gross Settlement Fund was calculated based on the understanding that between February 10, 2019, and October 1, 2024, the Class Members worked approximately 18,750

Workweeks. In the event the total Workweeks on the final class list are greater than 10%, at the option of the Defendant, the Defendant shall either increase the Net Settlement Amount pro rata, with a 10% grace margin (*i.e.* if the numbers increase by 11%, the Net Settlement Amount shall increase by 1%), or elect to shorten the date for determining class membership such that the threshold is not exceeded – *i.e.*, such that there is not an increase in the number of workweeks of more than 10%.

56. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims by during the Release Period, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who choose to participate in this Settlement by not opting out and cashing their checks (that will include language to the effect that cashing the check will release their rights under the FLSA for any claims pled or that could have been pled based on the factual allegations alleged in the operative Complaint or any Amended Complaint in the Action or the LWDA letters; e.g., "By cashing this check, I am opting into the settlement in Tyler Andrew Staicer v. S-FER International Incorporated, San Diego Superior Court, Case No. 37-2023-00006023 -CU-OE-CTL and Case No. 37-2023-00029042-CU-OE-CTL, under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement"), will also be deemed to have opted in for purposes of the FLSA, and their Released Claims will include a release of the FLSA claims based on claims alleged, or that could have been alleged based on the factual allegations pled in the operative Complaint or any Amended Complaint in the Action. The amounts to be distributed to the "Qualified Class Members" and "PAGA Settlement Group Members" shall be distributed in a formula as mutually agreed upon by the Parties based on the number of workweeks or pay periods for which Defendant paid the Class Members and Aggrieved Employees, respectively.

57. Objection Procedures. To object to the Settlement Agreement, a Class Member must fax or postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement Agreement. At no time will any of the Parties or their counsel seek to

solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the order and/or judgment. Class Counsel will not represent Class Members with respect to any such objections to this Settlement. If a Class Member submits both a valid Request for Exclusion and a Notice of Objection, the Notice of Objection shall be void and the Class Member will be deemed to have opted out of membership as a Participating Class Member. Class Members will not be barred from appearing at the final approval hearing if they have not complied with the objection procedures for mailing objections to the Settlement Administrator.

58. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

59. Distribution Timing of Settlement Payments. Within fifteen (15) calendar days of the Funding of the Gross Fund, the Settlement Administrator will issue payments to: (i) Qualified Class Members and PAGA Settlement Group Members, (ii) the LWDA, (iii) PAGA payments to Class and PAGA Settlement Group Members who opted out of the non-PAGA portions of the Settlement, (iv) Plaintiff, and (v) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

60. Un-cashed Settlement Checks. The proceeds of any unclaimed funds and/or uncashed checks remaining after 180 days of the check issuance date will be redistributed, if feasible (i.e., the amount for redistribution is less than the cost of administration). If the costs of redistribution are more than the amount to be redistributed, or any unclaimed amounts remain after the redistribution, the Settlement Administrator shall issue a check of the unpaid residue or unclaimed or abandoned Class Members and/or PAGA Settlement Group Member's funds to either a suitable neutral cy pres beneficiary selected by the Parties (e.g., CASA of San Diego County) or, in the event the Court in

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which approval is sought does not approve a cy pres, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 et seq. for the benefit of those Class Members who did not opt out of the Settlement but did not cash their settlement checks until such time that they claim their property and who will remain bound by the Settlement. In the event the latter course of action is selected, the Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384 as the entire Net Settlement Amount will be paid out to Qualified Class Members who do not opt out, whether or not they cash their settlement share checks.

61. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. The Settlement Administrator will be solely responsible for preparation of the declaration, and the Settlement Administrator's failure to comply with this requirement will not affect the Settlement's validity.

62. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) one-third (1/3) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued and (ii) two-thirds (2/3) will be allocated as non-wages (for interest and penalties) for which IRS Forms 1099-MISC will be issued. Each PAGA Settlement Group Member's LWDA Payment will be allocated as non-wages (for alleged interest and penalties) for which IRS Forms 1099-MISC will be issued.

63. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Qualified Class Members, PAGA Settlement Group Members receiving payments from the LWDA Payment, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

64. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying

on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. The Settlement will be consideration for the release of taxable claims including claims for wages, as well as non-taxable claims including civil and statutory penalties, liquidated damages, and interest. The amounts paid as consideration for the release of wage-related claims shall be subject to all tax withholdings customarily made from employees' wages and all other authorized and required withholdings and shall be reported by W2 form. The amounts paid as consideration for the release of penalties, liquidated damages and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by 1099 form.

65. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section, the "acknowledging party" and each party to this agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as tax advice within the meaning of the United States Treasury Department circular 230 (31 CFR part 10, as amended), (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement.

66. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

67. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided herein, or (ii) the Settlement does not become final for any other reason, then this Settlement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Furthermore, in the event that 5% or more of the Class Members opt-out of the Settlement, or Class Members who represent more than 5% of the aggregate Workweeks opt-out of the Settlement, then Defendant has in its sole discretion the option to nullify the Settlement which shall thereafter be null and void. The amount of the Gross Fund is deemed a material term and Defendant may revoke the agreement if the Court insists on a change that increases the obligation of Defendant to pay an amount in excess of the Gross Fund. In the event that Defendant exercises its right to nullify the Settlement, Defendant shall be responsible for any and all costs incurred by the Settlement Administrator to date. Changes requested by the Court to the allocation of funds between Class Members and PAGA Settlement Group Members, or changes in the amount of attorneys' fees and costs or enhancement awards to Plaintiff, or changes to the procedures accompanying the administration of the Settlement will not form the basis for any party in the action to revoke this Settlement.

68. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only; (ii) preliminary approval of the proposed Settlement Agreement; (iii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Class Notice, which is attached as **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval, but Defendant will have the right to

review the drafts prior to filing.

69. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv) the LWDA Payment; and (v) all Settlement Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than fifteen (15) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing, but Defendant's counsel will have the right to review the drafts.

70. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) Settlement administration matters; and (iii) such post-Judgment maters as may be appropriate under court rules or as set forth in this Settlement Agreement.

71. Release by Plaintiff. Upon the Effective Date, in addition to the claims being released by all Qualified Class Members, Plaintiff will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and form any and all claims, known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement, including Plaintiff's individual PAGA claims.

(a) As to the Plaintiff's Released Claims, the Plaintiff, understanding the significance of this waiver, waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, which states:

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

72. Release by Aggrieved Employees. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County (Dairy)*, 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 2011), subject to Defendant's full payment of the Gross Fund and all employer side payroll taxes due hereunder, all Aggrieved Employees, including those who exclude themselves from the Class, shall have released all Released PAGA Claims.

73. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

74. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties, and no Party is relying on any representation not contained in agreement.

75. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

76. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. Any dispute between the parties in preparing the Settlement Agreement shall be presented to David Phillips, Esq.

or another mutually agreeable mediator, for attempted resolution prior to seeking judicial intervention. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution and all Parties will bear their own attorneys' fees and other costs and expenses incurred.

77. Binding on Successors and Assigns. This Settlement Agreement will be binding upon and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

78. California Law Governs. All substantive terms of this Settlement Agreement and exhibits hereto will be governed by and interpreted according to the laws of the State of California, except to the extent Federal law applies.

79. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

80. Acknowledgement the Settlement Is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations with the assistance of an experience wage/hour mediator and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

81. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement as valid and enforceable.

82. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,

and either party may appeal any court order that materially alters the Settlement Agreement's terms.

83. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member or any other person or entity, other than according to the Settlement's terms.

84. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that Defendant violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees or anyone else. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

85. Injunction Against Duplicative Claims. Upon Preliminary Approval of the Settlement Agreement, all Qualified Class Members shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the California

Department of Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any other proceedings, regarding any of the Released Claims by Class Members and PAGA Settlement Group Members defined above. Any related pending actions, claims, complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be stayed until the Class Members and/or the PAGA Settlement Group Members have had an opportunity to decide to participate, object or file a request for exclusion from this Settlement.

86. No Public Comment. Following the filing of the Motion for Preliminary Approval, the Parties understand and agree that there may be media coverage of the Settlement not initiated by Plaintiff or Defendant, directly or indirectly, as a result of the public filings. Notwithstanding the foregoing, Plaintiff, Defendant, and their respective counsel agree that no Party shall issue any press release to the news media, nor shall any Party disclose any information regarding this settlement in their marketing materials or firm websites, nor shall any Party communicate in any way with news media concerning the settlement of the Action. This provision shall not apply to or limit the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of the proposed Settlement Agreement, the fees and costs of Class Counsel, the Class/PAGA Representative Enhancement Payment to the Class Representative, and the other relief set forth in this Settlement Agreement. This provision shall not prohibit Class Counsel from listing this Action by name in support of motions for appointments as class counsel, certification, attorneys' fees and costs, or the like.

87. Encouragement of Class Members. The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself from this Settlement (opt out) or to object to it. However, Class Counsel and Defendant may respond to inquiries from Class Members. Class Counsel and Defendant's counsel represent, through their signatures below, that they have not taken any action prior to signing this Agreement that would encourage any Class Member to exclude himself or herself from this Settlement, or to object to it. Class Counsel represents and warrants that at the time of

signing this Agreement, it has no clients or prospective clients who are potential plaintiffs with potential or actual causes of action against Defendant.

88. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

89. Enforcement of Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

90. Mutual Preparation. The Parties have had an opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

91. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

92. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement will be subject to final Court approval.

93. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

94. Binding Agreement. The Parties warrant that they understand and have full authority

to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might apply under federal or state law.

Dated: 1/15/2025

DocuSigned by:
Tyler Andrew Staicer
012639E16D9940B...
Tyler Andrew Staicer
Plaintiff/Class Representative

Dated: 1/29/2025

Defendant S-Fer International Incorporated
By: Daniella Vitale
Its: Chief Executive Officer,
Salvatore Ferragamo Americas

APPROVED AS TO FORM

Dated: 1/15/25

BRADLEY/GROMBACHER, LLP

Marcus Bradley
Kiley Grombacher
Corey S. Smith
Attorneys For Plaintiff
Tyler Andrew Staicer
MAJARIAN LAW GROUP APC

Dated: 1/16/25

Garen Majarian
Sahag Majarian, II
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Tyler Andrew Staicer

LITTLER MENDELSON, P.C.

Dated: 2/3/25

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S-Fer International Incorporated