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individually and on behalf of all others similarly
situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DANIEL MARTINEZ and JONATHAN
ARCE, individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

HORIZON LIGHTING, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2024-01372183-CU-OE-
CXC

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between plaintiff Jonathan Arce (“Arce” or
2 “Plaintiff”), individually and on behalf of all others similarly situated, on the one hand, and
3 defendant Horizon Lighting, Inc. (“Defendant”), on the other hand, and subject to the approval of
4 the Court, that the claims alleged in the Action are hereby compromised and settled pursuant to the
5 terms and condition set forth in this Stipulation of Class and Representative Action Settlement
6 (“Stipulation”) and that the Court shall make and enter judgment, subject to the continuing
7 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set
8 forth herein which by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the class and representative action entitled *Martinez v. Horizon*
11 *Lighting, Inc.*, Orange Superior Court Case No. 30-2024-01372183-CU-OE-CXC.

12 2. “Aggrieved Employees” means all persons employed by Defendant as non-exempt
13 employees in California at any time during the PAGA Period.

14 3. “Class Counsel” means Matthew J. Matern, Launa Adolph, and Rebecca E. Liu of
15 Matern Law Group, PC.

16 4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
17 litigation and resolution of this Action (not to exceed one third of the Gross Settlement Amount),
18 and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

19 5. “Class Information” means information regarding Class Members that Defendant
20 shall in good faith compile from its records and shall be authorized by the Court to transmit in a
21 secured manner to the Settlement Administrator. Class Information shall be transmitted in
22 electronic form and shall include each Class Member’s full name; last known address; Social
23 Security number; total number of Workweeks; and total number of Pay Periods.

24 6. “Class Members” means all persons employed by Defendant as non-exempt
25 employees in California at any time during the Class Period. The Class Members exclude (a) all
26 employees who signed a “Release Agreement” for the time period of June 18, 2021 to December
27 31, 2023 only, and who did not otherwise work during the Class Period; and (b) all employees who
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1 executed a “Specific Release” that provided for a general release of all claims related to their
2 employment with Defendant.

3 7. “Class Notice” means the Notice of Class and Representative Action Settlement,
4 substantially in the form attached hereto as **Exhibit 1**, which the Settlement Administrator shall
5 mail to each Class Member and Aggrieved Employee in English and Spanish explaining the terms
6 of this Stipulation and the Settlement.

7 8. “Class Period” means the period from June 18, 2021 to April 29, 2025.

8 9. “Class Representative Service Award” mean the amount the Court authorizes to be
9 paid to Plaintiff, in addition to Plaintiff’s Individual Class Payment and Individual PAGA Payment,
10 in recognition of Plaintiff’s efforts and risks in prosecuting the Action.

11 10. “Defense Counsel” means Anthony Oceguela of O’Hagan Meyer.

12 11. “Effective Date” means the latter of: (a) if there are no objections to the Settlement,
13 the date upon which the Judgment is entered by the Court; (b) if there are objections to the
14 Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st)
15 day after the date upon which the Judgment is entered; or (c) if an appeal, review or writ is sought
16 from the Judgment, the date upon which all appellate and/or other proceedings resulting from the
17 appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to
18 take effect in substantially the form described herein.

19 12. “Employer Taxes” means Defendant’s portion of payroll taxes, including but not
20 limited to taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax
21 Act, and/or any similar state taxes and contributions required of employers, on the portion of the
22 Individual Class Payments that constitutes wages. The Employer Taxes will be submitted by
23 Defendant to the Settlement Administrator in addition to the Gross Settlement Amount.

24 13. “Final Approval Hearing” means the hearing to be conducted by the Court after the
25 filing of an appropriate motion by Plaintiff and following appropriate notice to Class Members
26 giving Class Members an opportunity to request exclusion from or object to the class settlement, at
27 which time Plaintiff shall request that the Court finally approve the Settlement, enter the Judgment,
28 and take other appropriate action.

1 14. “Gross Settlement Amount” means the maximum amount Defendant shall have to
2 pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all
3 Individual Class Payments, Individual PAGA Payments, the Class Counsel Award, the Class
4 Representative Service Award, Settlement Administration Costs, and the LWDA Payment. Subject
5 to Court approval and the terms of this Stipulation, the Gross Settlement Amount Defendant shall
6 be required to pay is Five Hundred and Fifteen Thousand Dollars (\$515,000.00).

7 15. “Individual Class Payment” means a Participating Class Member’s pro rata share of
8 the Net Settlement Amount.

9 16. “Individual PAGA Payment” means an Aggrieved Employee's pro rata share of
10 25% of the PAGA Payment.

11 17. “Judgment” means the judgment to be entered by the Court upon granting final
12 approval of the Settlement and this Stipulation as binding upon the Parties, Participating Class
13 Members, and Aggrieved Employees.

14 18. “LWDA” means the California Labor and Workforce Development Agency.

15 19. “LWDA Payment” means the portion of the PAGA Payment payable to the LWDA.

16 20. “Net Settlement Amount” means the Gross Settlement Amount, less the Class
17 Counsel Award, the Class Representative Service Award, Settlement Administration Costs, and the
18 PAGA Payment.

19 21. “Notice of Objection” means a Class Member’s written objection to the Settlement.

20 22. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
21 Labor Code sections 2698, et seq.

22 23. “PAGA Payment” means the amount payable from the Gross Settlement Amount to
23 resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid
24 to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

25 24. “PAGA Period” means the period from November 11, 2022 to April 29, 2025.

26 25. “Participating Class Members” means Plaintiff and all other Class Members who do
27 not submit a valid and timely Request for Exclusion.

28 26. “Parties” means Plaintiff and Defendant.

1 27. “Pay Period” means a pay period during which an Aggrieved Employee performed
2 one or more days of work as a non-exempt employee of Defendant in California during the PAGA
3 Period, based on Defendant’s records, and which shall be used to calculate Individual PAGA
4 Payments.

5 28. “Preliminary Approval Order” means the order to be issued by the Court approving
6 and authorizing the mailing of the Class Notice by the Settlement Administrator, setting the date of
7 the Final Approval Hearing and granting preliminary approval of the settlement set forth in this
8 Stipulation, among other things.

9 29. “Released Parties” means Defendant and its present, former, or future parents,
10 subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors and
11 assigns.

12 30. “Request for Exclusion” means a written request by a Class Member to opt out of,
13 or exclude oneself from, the class settlement.

14 31. “Response Deadline” means the date sixty (60) days after the Settlement
15 Administrator mails the Class Notices to Class Members and Aggrieved Employees and the last
16 date on which Class Members may submit a Request for Exclusion, Notice of Objection, or dispute
17 regarding the number of Workweeks and/or Pay Periods stated on their respective Class Notice.

18 32. “Settlement” means the final and complete disposition of the Action pursuant to this
19 Stipulation.

20 33. “Settlement Administration Costs” means the reasonable costs and fees of
21 administering the Settlement to be paid from the Gross Settlement Amount, including, but not
22 limited to: (i) translating the Class Notice into Spanish; (ii) printing, mailing and re-mailing (if
23 necessary) of Class Notices to Class Members; (iii) preparing and submitting to Participating Class
24 Members and government entities all appropriate tax filings and forms; (iv) computing the amount
25 of and distributing Individual Class Payments, Individual PAGA Payments, the Class
26 Representative Service Award, the Class Counsel Award, and the LWDA Payment; (v) processing
27 and validating Requests for Exclusion and Notices of Objection; (vi) establishing a Qualified
28 Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vii) calculating and

1 remitting to the appropriate government agencies all employer and employee payroll tax obligations
2 arising from the Settlement and preparing and submitting filings required by law in connection with
3 the payments required by the Settlement.

4 34. “Settlement Administrator” means Xpand Legal Consulting or any other third-party
5 class action settlement administrator agreed to by the Parties and approved by the Court for
6 purposes of administering this Settlement.

7 35. “Workweek” means a week during which a Class Member performed one or more
8 days of work as a non-exempt employee of Defendant in California during the Class Period,
9 excluding any workweeks worked by Class Members who signed a “Release Agreement” for the
10 time period of June 18, 2021 to December 31, 2023 only.

11 **RECITALS**

12 36. Procedural History. On January 12, 2024, plaintiff Daniel Martinez (“Martinez”)
13 filed this wage and hour class action lawsuit against Defendant in Orange County Superior Court,
14 alleging causes of action for: (1) failure to provide required meal periods; (2) failure to authorize
15 and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5)
16 failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate
17 itemized wage statements; (7) failure to maintain required records; (8) failure to indemnify
18 employees for necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful
19 business practices. On February 21, 2024, Martinez filed a First Amended Complaint (“FAC”),
20 adding claims for penalties under PAGA. Defendant filed its Answer on March 20, 2024.

21 37. On February 28, 2025, Martinez and Defendant participated in a full day private
22 mediation session with mediator Steve Rottman, Esq. They were unable to reach a resolution at
23 the mediation, but subsequently accepted a mediator’s proposal on March 11, 2025, subject to the
24 entering into a more comprehensive written settlement agreement.

25 38. On October 30, 2025, the Parties filed a stipulation to amend the complaint to add
26 Arce as a named plaintiff, which the Court granted on October 31, 2025. Martinez filed the Second
27 Amended Complaint (the “Operative Complaint”) on November 20, 2025.

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1 39. Prior to the mediation, Plaintiff obtained through informal discovery time and
2 payroll records for the Class Members and Aggrieved Employees and Defendant's wage and hour
3 policies and procedures.

4 40. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
5 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's
6 claims in the Action through trial and through any possible appeals. Plaintiff also has taken into
7 account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays
8 inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof
9 necessary to establish liability for the claims asserted in the Action, both generally and in response
10 to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution
11 and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account
12 Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class
13 Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
14 set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests of all Class
15 Members.

16 41. Defendant's Reasons for Settlement. Defendant has concluded that any further
17 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
18 Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall
19 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken
20 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
21 though Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action,
22 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
23 Stipulation and to put to rest the claims alleged in this Action. Defendant has asserted and continue
24 to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability,
25 damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed
26 claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken
27 to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as
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1 to the merits or lack thereof of the claims asserted in the Action. Defendant contends it has
2 complied with all applicable state, federal and local laws.

3 42. Related Action. The Parties, Class Counsel and Defense Counsel represent that they
4 are aware of one pending matter entitled *Ricardo Lopez v. Horizon Lighting, Inc.*, Orange County
5 Superior Court Case No. 30-2024-01375868-C-OE-CXC, which asserts claims that overlap with
6 the claims asserted in the Action and may be extinguished or affected by the Settlement.

7 TERMS OF SETTLEMENT

8 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
9 set forth herein, the Parties agree, subject to the Court's approval, as follows:

10 43. Binding Settlement. This Settlement shall bind the Parties and all Participating
11 Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the
12 Court's approval.

13 44. Tax Liability. The Parties make no representations as to the tax treatment or legal
14 effect of the payments specified herein, and Class Members and Aggrieved Employees are not
15 relying on any statement or representation by the Parties, Class Counsel, or Defense Counsel in this
16 regard. Participating Class Members and Class Counsel understand and agree that they shall be
17 responsible for the payment of all taxes and penalties assessed on the payments specified herein,
18 and shall hold the Parties, Class Counsel, and Defense Counsel free and harmless from and against
19 any claims resulting from treatment of such payments as non-taxable, including the treatment of
20 such payments as not subject to withholding or deduction for payroll and employment taxes.

21 45. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT
22 (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN COMMUNICATION OR
23 DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS COUNSEL, OR DEFENSE
24 COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
25 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
26 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
27 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
28 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 STIPULATION, (B) HAS NOT ENTERED INTO THIS STIPULATION 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 STIPULATION.

46. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes and setting a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. The Preliminary Approval Order shall provide for, among other things, the Class Notice to be sent to Class Members as specified herein. Class Counsel will prepare the Motion for Preliminary Approval.

47. Released Claims.

a. Participating Class Members' Released Claims. Upon Defendant funding the Gross Settlement Amount and Employer Taxes in full, all Participating Class Members shall be deemed to have released the Released Parties of any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the Operative Complaint and arising at any time during the Class Period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure

1 to furnish accurate itemized statements; (8) failure to indemnify employees for necessary
2 expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices.

3 b. Aggrieved Employees' Released Claims. Upon Defendant funding the
4 Gross Settlement Amount and Employer Taxes in full, all Aggrieved Employees shall be deemed
5 to have released the Released Parties of any and all claims and/or causes of action under PAGA
6 which are based upon the factual allegations set forth in the Operative Complaint and arising at any
7 time during the PAGA Period ("Released PAGA Claims").

8 c. Plaintiff's Release. Upon full payment of the Gross Settlement Amount and
9 Employer Taxes in full, Plaintiff and his respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge
11 Released Parties from any and all claims, demands, debts, liabilities, attorneys' fees, accounts,
12 obligations, costs, expenses, liens, actions, causes of action (at law, in equity, or otherwise), rights,
13 rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution
14 and remedies of any nature whatsoever, known or unknown (except for those arising as a result of
15 a breach of any provision of this Agreement), including, but not limited to any actions relating to
16 Plaintiff's work, or arising out of Plaintiff's employment, with Defendant and any of the Released
17 Parties, and/or the conclusion of that work, or employment, or any actions relating directly or
18 indirectly to any transaction, affairs or occurrences between them from the beginning of time and
19 up to the Effective Date of this Agreement by all parties, including, but not limited to all loss,
20 liability, damages, claims, charges, complaints, demands, and causes of action arising directly or
21 indirectly out of or in any way connected with the above cited causes of action in the Operative
22 Complaint and any claims under: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion,
23 sex, and national origin discrimination); (2) 42 U.S.C. section 1981 (discrimination); (3) 29 U.S.C.
24 section 206(d)(i) (equal pay); (4) the Americans with Disabilities Act; (5) the California Fair
25 Employment and Housing Act (discrimination including race, color, religion, sex, pregnancy,
26 childbirth, or related medical conditions, gender, gender identity, gender expression, national
27 origin, ancestry, physical disability, mental disability, age, medical condition, genetic information,
28 marital status, military and veteran status, sexual orientation); (6) Title II of the Genetic Information

1 Non-Disclosure Act (genetic information); (7) the California Labor Code; (8) the Wage Orders
2 issued by the California Industrial Welfare Commission (wage and hour); (9) California Business
3 and Professions Code section 17200 *et seq.*; (10) the Fair Labor Standards Act; (11) California
4 Healthy Workplaces Healthy Families Act of 2014; (12) the California Family Rights Act; (13)
5 other federal, state, or local laws, including administrative statute, regulation, ordinance, rule,
6 policy, case law, or any common law theory of any kind; (14) any class or representative action
7 claims; and (15) any claims for wrongful termination of employment, constructive discharge,
8 breach of contract, violation of public policy or common law, invasion of privacy, retaliation,
9 intentional interference with contract or business expectancy, whistleblowing, intentional or
10 negligent infliction of emotional distress, battery, discrimination, harassment, and hostile and/or
11 unsafe working conditions. Other than in connection with this Action, in the event Plaintiff
12 becomes a party, representative, or member of any claim against the Released Parties that is based
13 on the Released Claims, Plaintiff agrees to waive his right to any monetary award in such an
14 action. (“Plaintiff’s Release”). Nothing in this Agreement is intended to waive any of the
15 following: (i) any rights Plaintiff may have to unemployment benefits, vested benefits, disability
16 benefits, social security benefits, or workers’ compensation benefits in accordance with applicable
17 law; (ii) claims that may arise after the Effective Date of this Agreement; (iii) claims which cannot
18 be released by private agreement; or (iv) any rights to enforce this Agreement. It is the intention of
19 the Parties not to limit this release and to make this release as broad and as general as the law
20 permits. Excluded from this Agreement is any claim or right which cannot be waived by law,
21 including all claims arising after the Effective Date of this Agreement, the right to file a charge
22 with or participate in an investigation conducted by an administrative agency, and the right to
23 enforce this Agreement. Plaintiff is waiving, however, Plaintiff’s right to any monetary recovery if
24 a federal, state, or other agency pursues any claim based on the Released Claims on Plaintiff’s
25 behalf.

26 As to Plaintiff’s Release only, Plaintiff expressly waives all rights and benefits under the
27 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:
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1 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
2 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
3 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
4 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 RELEASED PARTY.”

5 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
6 and complete release and discharge of all of their released claims, Plaintiff expressly acknowledges
7 that this Settlement is intended to include in its effect, without limitation, all released claims which
8 Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and that the
9 Settlement contemplates the extinguishment of all such released claims.

10 48. Settlement Administration.

11 a. Within ten (10) days of entry of the Preliminary Approval Order, Defendant
12 shall provide the Settlement Administrator with the Class Information for purposes of mailing the
13 Class Notices to Class Members.

14 i. Notice by First Class U.S. Mail. Upon receipt of the Class
15 Information, the Settlement Administrator shall perform a search based on the National Change of
16 Address Database maintained by the United States Postal Service to update and correct any known
17 or identifiable address changes. Within ten (10) days after receiving the Class Information from
18 Defendant as provided herein, the Settlement Administrator shall mail copies of the Class Notice
19 to all Class Members in English and Spanish via regular First Class U.S. Mail. The Settlement
20 Administrator shall exercise its best judgment to determine the current mailing address for each
21 Class Member and Aggrieved Employee. The address identified by the Settlement Administrator
22 as the current mailing address shall be presumed to be the most current mailing address for each
23 Class Member and Aggrieved Employee. The Parties agree that this procedure for notice provides
24 the best notice practicable to Class Members and Aggrieved Employees and fully complies with
25 due process.

26 ii. Undeliverable Class Notices. Any Class Notice returned to the
27 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed
28 to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement

1 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or
2 other type of automated search, using the name, address and/or Social Security number of the Class
3 Member involved, and shall then perform a re-mailing to the Class Member whose Class Notice
4 was returned as non-deliverable, assuming another mailing address is identified by the Settlement
5 Administrator. If a Class Notice is re-mailed to a Class Member less than ten (10) days prior to the
6 Response Deadline, the Class Member shall have their Response Deadline extended by ten (10)
7 days from the date the Settlement Administrator re-mails the Class Notice. If these procedures are
8 followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended
9 recipient of the Class Notice does not receive the Class Notice, the intended recipient shall
10 nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the
11 Judgment.

12 iii. Determination of Individual Class Payments and Individual PAGA
13 Payments. The Settlement Administrator shall determine the eligibility for, and the amount of,
14 each Individual Class Payment and Individual PAGA Payment under the terms of this Stipulation.
15 The Settlement Administrator's determination of the eligibility for and amount of each Individual
16 Class Payment and Individual PAGA Payment shall be binding upon the Class Member and/or
17 Aggrieved Employee, yet subject to review by Class Counsel, Defense Counsel, and the Court. In
18 the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

19 iv. Disputes Regarding Administration of Settlement. Any dispute not
20 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
21 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
22 confer in good faith to resolve the dispute without the necessity of involving the Court.

23 b. Requests for Exclusion. The Class Notice shall explain that Class Members
24 who wish to exclude themselves from the class settlement must submit a Request for Exclusion to
25 the Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1)
26 contain the name, address, and telephone number of the person requesting exclusion; (2) be signed
27 by the Class Member; and (3) be returned to the Settlement Administrator via fax, email, or mail
28 by the Response Deadline. For Requests for Exclusion submitted via mail, the date of the postmark

1 on the return mailing envelope on the Request for Exclusion shall be the exclusive means used by
2 the Settlement Administrator to determine whether a Class Member has timely requested exclusion
3 from the class settlement, subject to review by Class Counsel, Defense Counsel, and the Court.
4 Any Class Member who timely and properly requests to be excluded from the class settlement shall
5 not be entitled to an Individual Class Payment and shall not be bound by the terms of the Settlement
6 nor shall the Class Member have any right to object to the Settlement or appeal from the entry of
7 the Judgment. Class Members who do not submit a valid and timely Request for Exclusion on or
8 before the Response Deadline shall be bound by all terms of the Settlement and the Judgment
9 entered in this Action if the Settlement is finally approved by the Court. However, in light of the
10 binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo*
11 *Dairy)* (2009) 46 Cal.4th 969, Aggrieved Employees are not permitted to opt-out of the settlement
12 of the PAGA claim and shall receive an Individual PAGA Payment, and shall be deemed to release
13 the Released PAGA Claims. No later than ten (10) days after the Response Deadline, the
14 Settlement Administrator shall provide counsel for the Parties a complete list of all Class Members
15 who submitted a timely and valid Request for Exclusion.

16 c. Objections. The Class Notice shall state that Class Members who wish to
17 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by the
18 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A Notice
19 of Objection must (1) state the full name of the Class Member; (2) be signed by the Class Member;
20 (3) state the grounds for the objection; and (4) be returned to the Settlement Administrator via fax,
21 email, or mail by the Response Deadline. The Settlement Administrator shall immediately upon
22 receipt transmit to Class Counsel and Defense Counsel copies of all objections and supporting
23 papers. Plaintiff shall file the objections and all supporting papers with the Court at the same time
24 that Plaintiff files the motion for final approval. For Notices of Objection submitted via mail, the
25 date of the postmark on the return mailing envelope on the Notice of Objection shall be the
26 exclusive means used by the Settlement Administrator to determine whether a Class Member has
27 timely objected to the Settlement, subject to review by Class Counsel, Defense Counsel, and the
28 Court. The Court shall retain final authority with respect to the consideration and admissibility of

1 any Class Member objections. A Class Member may appear personally or through an attorney, at
2 his or her own expense, at the Final Approval Hearing to present his or her objection directly to the
3 Court. Class Members who do not submit a Notice of Objection or appear at the Final Approval
4 Hearing to explain their objection(s) shall be deemed to have waived any objections and shall be
5 foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. If a
6 Class Member objects to this Settlement, the Class Member will remain a member of the class and
7 if the Court approves this Stipulation, the Class Member will be bound by the terms of the
8 Settlement and Judgment in the same way and to the same extent as a Participating Class Member
9 who does not object. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek
10 to solicit or otherwise encourage or discourage Class Members from objecting to the Settlement or
11 filing an appeal from the Judgment.

12 d. Disputes Regarding the Number of Workweeks and/or Pay Periods. If a
13 Class Member and/or Aggrieved Employee disagrees with the number of Workweeks and/or Pay
14 Periods stated on the Class Notice, the Class Member must submit a letter to the Settlement
15 Administrator via fax, email, or mail by the Response Deadline stating the reasons why he or she
16 disputes the number of Workweeks and/or Pay Periods and provide any supporting documentation.
17 The Settlement Administrator will evaluate the evidence submitted by the Class Member and/or
18 Aggrieved Employee, as well as any evidence submitted by Defendant, and make a decision as to
19 the number of Workweeks and/or Pay Periods that should be applied and/or the Individual Class
20 Payment and Individual PAGA Payment to which the Class Member and/or Aggrieved Employee
21 is entitled. The Settlement Administrator's decision as to the total number of Workweeks and/or
22 Pay Periods shall be final and non-appealable, yet subject to review by the Court. The Settlement
23 Administrator shall send written notice of the decision on any such dispute to the Class Member,
24 Class Counsel, and Defense Counsel within ten (10) days of receipt of the dispute.

25 e. Monitoring and Reviewing Settlement Administration. The Parties have the
26 right to monitor and review the administration of the Settlement to verify that the monies allocated
27 under the Settlement are distributed in the correct amount, as provided for in this Stipulation.
28

1 f. Best Efforts. The Parties agree to use their best efforts to carry out the terms
2 of this Settlement.

3 49. Funding and Allocation of the Gross Settlement Amount. No later than ten (10)
4 days after the Effective Date, Defendant shall provide to the Settlement Administrator in any
5 feasible manner, including, but not limited to, by way of a wire transfer, the Gross Settlement
6 Amount. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded
7 or canceled or fails to become effective for any reason, or if the Effective Date does not occur, then
8 no portion of the Gross Settlement Amount shall be paid.

9 a. Individual Class Payments and Individual PAGA Payments. Class Members
10 shall not be required to submit a claim in order to receive a share of the Net Settlement Amount,
11 and no portion of the Gross Settlement Amount shall revert to Defendant or result in an unpaid
12 residue. Individual Class Payments and Individual PAGA Payments shall be paid by the Settlement
13 Administrator from the Net Settlement Amount pursuant to the formula set forth herein. Individual
14 Class Payments and Individual PAGA Payments shall be mailed by the Settlement Administrator
15 by regular First-Class U.S. Mail to each Participating Class Member and/or Aggrieved Employee's
16 last known mailing address within ten (10) days after Defendant provides the Settlement
17 Administrator with the full Gross Settlement Amount. Prior to mailing the Individual Class
18 Payments and Individual PAGA Payments, the Settlement Administrator shall perform a search
19 based on the National Change of Address Database maintained by the United States Postal Service
20 to update and correct any known or identifiable address changes.

21 i. Each Participating Class Member's Individual Class Payment shall
22 be calculated solely by the Settlement Administrator according to the following formula: Defendant
23 shall provide the Settlement Administrator with the total number of Workweeks worked by all
24 Class Members. The Settlement Administrator shall then divide the Net Settlement Amount by the
25 total number of Workweeks resulting in a value for each Qualifying Workweek attributable to class
26 members ("Pay Period Value"). The Settlement Administrator shall then take the number of
27 Workweeks worked by each Class Member and multiply it by the Pay Period Value. In addition,
28

1 all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment
2 allocated to Aggrieved Employees based on their Pay Periods during the PAGA Period.

3 ii. Individual Class Payments and Individual PAGA Payments shall be
4 made by check and shall be made payable to each Participating Class Member and/or Aggrieved
5 Employee as set forth in this Stipulation.

6 iii. Individual Class Payments shall be allocated as follows: twenty
7 percent (20%) as wages subject to all applicable tax withholdings, and eighty percent (80%) as non-
8 wage penalties, interest, and reimbursement of employment-related expenses not subject to payroll
9 tax withholdings. Individual PAGA Payments shall be allocated as 100% non-wage penalties. The
10 Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for the
11 portion of each Individual Class Payment allocated as wages and subject to all applicable tax
12 withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Participating
13 Class Member and/or Aggrieved Employee for the portion of each Individual Class Payment and
14 Individual PAGA Payment allocated as non-wage penalties, interest, and reimbursement of
15 employment-related expenses not subject to payroll tax withholdings. The Settlement
16 Administrator shall calculate the amount of the Employer Taxes and shall remit and report the
17 applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely
18 manner.

19 iv. Individual Class Payment and Individual PAGA Payment checks
20 shall remain negotiable for one hundred eighty (180) days from the date of mailing. If an Individual
21 Class Payment and/or Individual PAGA Payment check remains uncashed after one hundred eighty
22 (180) days from issuance, the Settlement Administrator shall distribute the value of the uncashed
23 check to the State Controller's Office Unclaimed Property Fund in the name of the Participating
24 Class Member and/or Aggrieved Employee. In such event, such Participating Class Members
25 and/or Aggrieved Employees shall nevertheless remain bound by the Settlement.

26 v. All monies received by Class Members under the Settlement which
27 are attributable to wages shall constitute income to such Class Members solely in the year in which
28 such monies actually are received by the Class Members. It is expressly understood and agreed

1 that the receipt of Individual Class Payments shall not entitle any Class Member to additional
2 compensation or benefits under any collective bargaining agreement or under any bonus, contest
3 or other compensation or benefit plan or agreement in place during the period covered by the
4 Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or
5 other deferred compensation benefits. It is the intent of the Parties that Individual Class Payments
6 provided for in this Stipulation are the sole payments to be made by Defendant to Class Members
7 in connection with this Settlement, with the exception of Plaintiff, and that the Class Members are
8 not entitled to any new or additional compensation or benefits as a result of having received the
9 Individual Class Payments.

10 b. Class Representative Service Award. Subject to Court approval, Plaintiff
11 shall be paid a Class Representative Service Award not to exceed Seven Thousand Five Hundred
12 Dollars (\$7,500.00), or any lesser amount as awarded by the Court, for his time and effort in
13 bringing and presenting the Action and for releasing his claims. Defendant shall not oppose or
14 object to Plaintiff's request for Class Representative Service Award in an amount not to exceed
15 Seven Thousand Five Hundred Dollars (\$7,500.00). The Class Representative Service Award shall
16 be paid to Plaintiff from the Gross Settlement Amount no later than ten (10) days after Defendant
17 fully provides the Settlement Administrator with the Gross Settlement Amount. The Settlement
18 Administrator shall issue an IRS Form 1099 to Plaintiff for the Class Representative Service
19 Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the
20 Class Representative Service Award and shall hold harmless Defendant, Class Counsel, and
21 Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of
22 payment of the Class Representative Service Award. The Class Representative Service Award
23 shall be made in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment.
24 Any amount requested by Plaintiff for the Class Representative Service Award and not awarded by
25 the Court shall become part of the Net Settlement Amount and shall be distributed to Participating
26 Class Members as part of their Individual Class Payments.

27 c. Class Counsel Award. Subject to Court approval, Class Counsel shall be
28 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the Gross

1 Settlement Amount, which amounts to One Hundred Seventy-One Thousand Six Hundred Sixty-
2 Six Dollars and Sixty-Seven Cents (\$171,666.67). In addition, subject to Court approval, Class
3 Counsel shall be entitled to an award of reasonable costs associated with Class Counsel's
4 prosecution of the Action in an amount not to exceed Forty Thousand Dollars (\$40,000.00). Class
5 Counsel shall provide the Settlement Administrator with a properly completed and signed IRS
6 Form W-9 in order for the Settlement Administrator to process the Class Counsel Award approved
7 by the Court. Defendant shall not oppose or object to Plaintiff's request for an award of attorneys'
8 fees in an amount not to exceed One Hundred Seventy-One Thousand Six Hundred Sixty-Six
9 Dollars and Sixty-Seven Cents (\$171,666.67) and request for an award of reasonable costs not to
10 exceed Forty Thousand Dollars (\$40,000.00). In the event the Court awards Class Counsel less
11 than One Hundred Seventy-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
12 (\$171,666.67) in attorneys' fees and/or less than Forty Thousand Dollars (\$40,000.00) in costs, the
13 difference shall become part of the Net Settlement Amount and shall be distributed to Participating
14 Class Members as part of their Individual Class Payments. Class Counsel shall be paid any Court-
15 awarded attorneys' fees and costs no later than ten (10) days after Defendant fully provides the
16 Settlement Administrator with the Gross Settlement Amount. Class Counsel shall be solely and
17 legally responsible to pay all applicable taxes on the Class Counsel Award. The Settlement
18 Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award. This
19 Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of
20 attorneys' fees or costs.

21 d. PAGA Payment. Twenty-Five Thousand Dollars (\$25,000.00) from the
22 Gross Settlement Amount shall be allocated as penalties under PAGA, of which Eighteen Thousand
23 Seven Hundred Fifty Dollars (\$18,750.00) shall be paid by the Settlement Administrator directly
24 to the LWDA. The remaining Six Thousand Two Hundred Twenty-Five Dollars (\$6,250.00) shall
25 be distributed to Aggrieved Employees as Individual PAGA Payments.

26 e. Settlement Administration Costs.

27 i. The Settlement Administration fees and expenses, which are
28 estimated not to exceed Seven Thousand Dollars (\$7,000.00), shall be paid from the Gross

1 Settlement Amount. Prior to Plaintiff filing a motion for final approval of the Settlement, the
2 Settlement Administrator shall provide the Parties with a statement detailing the Settlement
3 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration
4 process and to make all reasonable efforts to control and minimize Settlement Administration
5 Costs.

6 ii. The Parties each represent they do not have any financial interest in
7 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
8 that could create a conflict of interest.

9 iii. The Settlement Administrator shall keep the Parties timely apprised
10 of the performance of all Settlement Administrator responsibilities required by the Settlement. The
11 Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
12 regulations in which the Gross Settlement Amount shall be placed and from which payments
13 required by the Settlement shall be made.

14 50. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
15 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
16 grant final approval of the Settlement, including determining the amounts properly payable for:
17 (i) the Class Counsel Award; (ii) the Class Representative Service Award; and (iii) the PAGA
18 Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a
19 declaration to the Parties describing the process and results of the administration of the Settlement
20 to date which shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. If the
21 Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final
22 judgment on its website within seven (7) calendar days of entry of the Judgment. The Judgment
23 will be available on the Settlement Administrator's website for no less than six months

24 51. Adjustment of Gross Settlement Amount. The Gross Settlement Amount was
25 negotiated and is premised on the understanding that all Class Members collectively worked
26 approximately 10,256 Workweeks. If the number of Workweeks exceeds this number by more
27 than ten percent (10%), the Gross Settlement Amount shall be increased proportionate to the
28 increase in the number of Workweeks worked by the Class Members above 10% (i.e., above

1 11,282). Alternatively, Defendant shall have the option to shorten the Class Period to a date before
2 the Workweeks threshold is exceeded. Defendant shall advise Plaintiff of the number of
3 Workweeks and, if the Workweeks threshold is exceeded, its election under this Paragraph within
4 ten (10) days of execution of this Stipulation.

5 52. Option to Terminate Settlement. If more than ten percent (10%) of the Class
6 Members opt out of the Settlement, Defendant may, in its discretion, withdraw from this Settlement,
7 subject to paying any Settlement Administration expenses incurred to date. Defendant's Counsel
8 shall meet and confer with Class Counsel before Defendant withdraws from the Settlement pursuant
9 to this provision.

10 53. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
11 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not
12 enter the Judgment; or (iv) the Settlement does not become final for any other reason, this
13 Stipulation shall be rendered null and void, any order or judgment entered by the Court in
14 furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and
15 any documents related to it shall not be used by any Class Member or Class Counsel to support any
16 claim or request for class certification in the Action, and shall not be used in any other civil, criminal
17 or administrative action against Defendant or any of the other Released Parties. In the event an
18 appeal is filed from the order granting final approval or Judgment, or any other appellate review is
19 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
20 other appellate review. Any fees incurred by the Settlement Administrator prior to it being notified
21 of the filing of an appeal from the Judgment, or any other appellate review, shall be paid by
22 Defendant to the Settlement Administrator.

23 54. No Admission by Defendant. Defendant denies all claims alleged in this Action and
24 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its terms and
25 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
26 shall be used against Defendant as an admission or indication with respect to any claim of any fault,
27 concession, or omission by Defendant. The Parties agree that this Stipulation shall not be
28

admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiff or any Class Member, other than according to the terms of this Stipulation.

55. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary Approval is filed, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify the other of any judicial or agency order, inquiry, or subpoena seeking such information. Before the filing of the Motion for Preliminary Approval, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This section does not restrict Class Counsel's communication with the Class Members in accordance with their ethical obligations owed to the Class Members.

56. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, in connection with other settlement negotiations, or in connection with the Settlement may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all the settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation,

1 Defendant makes a written request to Class Counsel for the return, rather than the destructions, of
2 Class Data.

3 57. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
4 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
5 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
6 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

7 58. Stay of Action. The Parties agree that upon the execution of this Agreement the
8 Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
9 that pursuant to Code of Civil Procedure section 583.330, the time to bring this case to trial pursuant
10 to Code of Civil Procedure shall be extended from March 11, 2025 through the entirety of the
11 settlement approval process.

12 59. Amendment or Modification. This Stipulation may be amended or modified only
13 by a written instrument signed by all Parties or their representatives, and approved by the Court.

14 60. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
15 agreement between the Parties, and no oral or written representations, warranties, or inducements
16 have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the
17 representations, warranties, and covenants contained and memorialized in this Stipulation and its
18 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
19 on the Parties.

20 61. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
21 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
22 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by
23 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents
24 required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense
25 Counsel shall cooperate with each other and use their best efforts to effect the implementation of
26 the Settlement. In the event the Parties are unable to reach agreement on the form or content of any
27 document needed to implement the Settlement, or on any supplemental provisions that may become
28 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of mediator

1 Steve Rottman, Esq. to resolve such disagreement. The person signing this Stipulation on behalf
2 of Defendant represents and warrants that he/she is authorized to sign this Stipulation on behalf of
3 Defendant. Plaintiff represents and warrants that he is authorized to sign this Stipulation and that
4 he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The
5 Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any
6 construction made of this Stipulation, the same shall not be construed against any of the Parties.

7 62. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
8 inure to the benefit of, the successors and assigns of the Parties.

9 63. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
10 be governed by and interpreted according to the laws of the State of California, without giving
11 effect to any law that would cause the laws of any jurisdiction other than the State of California to
12 be applied.

13 64. Counterparts. This Stipulation may be executed in one or more counterparts. All
14 executed counterparts and each of them shall be deemed to be one and the same instrument.

15 65. Jurisdiction of the Court. Following entry of the Judgment, pursuant to Code of
16 Civil Procedure section 664.6 and California Rules of Court, rule 3.769, the Court shall retain
17 jurisdiction of this Action solely for the purpose of interpretation, implementation, and enforcement
18 of the terms of this Stipulation and all orders and judgments entered in connection therewith, and
19 the Parties, Class Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes
20 of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
21 orders and judgments entered in connection therewith.

22 66. Invalidity of Any Provision. Before declaring any term or provision of this
23 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions
24 valid to the fullest extent possible consistent with applicable precedents so as to define all
25 provisions of this Stipulation as valid and enforceable.

26 67. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
27 Class Members are so numerous, it is impossible or impractical to have each Class Member execute
28 the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the

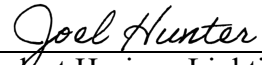
1 Settlement, and the release of Released Claims and shall have the same force and effect as if this
2 Stipulation were executed by each Participating Class Member.

3 Dated: 1/16
4 _____, 2026


Jonathan Perez Arce (Jan 16, 2026 15:47:06 PST)

Plaintiff Jonathan Arce

5
6 Dated: 1/19, 2026


Defendant Horizon Lighting, Inc.

7
8 By Joel Hunter

9
10 Its: President

11 Approved as to form and content:

12
13 Dated: 1/16, 2026

MATERN LAW GROUP, PC

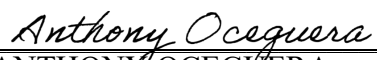
14
15 By:


MATTHEW J. MATERN
LAUNA ADOLPH
REBECCA E. LIU
Attorneys for Plaintiff Jonathan Arce

16
17
18
19 Dated: Jan 19, 2026

O'HAGAN MEYER

20
21 By:


ANTHONY OCEGUERA
Attorney for Defendant Horizon Lighting, Inc.