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on behalf of herself and others similarly situated

Counsel for Defendants on following page:

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARIANA ZUAZO, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

ROMEO & LAYLA WAREHOUSING,
INC., a California corporation; FAIRWAY
STAFFING SERVICES, a California
corporation; ULTRA PERSONNEL, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVSB2307282

CLASS ACTION

Assigned for All Purposes To:

Hon. Joseph T. Ortiz

Dept.: S-17

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Original Complaint filed: March 15, 2023

First Amended Complaint: May 19, 2023

Second Amended Complaint: TBD

Trial Date: None set.

1 [continued from previous page]:

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This Class and PAGA Action Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between Plaintiff MARIANA ZUAZO (hereinafter “Plaintiff”), on behalf of herself and all others similarly situated Settlement Class Members, and Defendants ROMEO & LAYLA WAREHOUSING, INC. (“R&L”), FAIRWAY STAFFING SERVICES (“Fairway”), and ULTRA PERSONNEL, LLC (“Ultra”) (R&L, Fairway and Ultra are each a “Defendant” and collectively, “Defendants”) (Plaintiff and Defendants collectively, the “Parties”). Subject to the approval of the Court, this Action is hereby being settled pursuant to the terms and conditions set forth in this Settlement Agreement. Plaintiff will file approval documents asking the Court to make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Settlement Agreement. This Settlement Agreement shall be binding and supplant any and all prior versions of agreements entered into by Plaintiff and Defendants.

DEFINITIONS

1. “Action” means the above-captioned action entitled *Mariana Zuazo v. Romeo & Layla Warehousing, Inc. et al.*, San Bernardino County Superior Court Case No: CIVSB2307282, currently pending before Hon. Joseph Ortiz in Department S-17.

2. “Class Counsel” means David Yeremian & Associates, Inc., including David Yeremian, Esq., and D.Law, Inc., including Alvin B Lindsay, Esq. and Tania Fonseca, Esq.

3. “Class Counsel Award” or “Class Counsel Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, and Class Counsel’s expenses and costs incurred in connection with this Action. Class Counsel will request and Defendants will not oppose an application to the Court for an award of attorneys’ fees in an amount not to exceed one-third of the Maximum Settlement (i.e., \$146,666.67), as well as actual costs incurred in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) to be confirmed by Plaintiff’s Counsel in connection with final approval. Class Counsel’s attorneys’ fees and costs will be paid out of the Maximum Settlement Amount. To the extent that the Court approves less than the amount of attorneys’ fees or costs that Class Counsel requests, the difference between the requested and awarded amounts will be added to the Net Settlement Fund for distribution to the Settlement Class.

1 The Court's approval of lesser amounts for the Class Counsel Fees and Costs shall not provide a
2 basis for the Parties to revise or rescind this Settlement Agreement.

3 4. "Class Information" means information regarding Class Members that Defendants
4 will in good faith compile from their respective records and provide to the Settlement Administrator.
5 Class Information shall be formatted as Microsoft Excel documents and shall include: each Class
6 Member's full name; last 4 digits of social security number; last known address; and number of
7 Compensable Workweeks or information sufficient to calculate the same. Defendants will diligently
8 and in good faith compile the Class Information lists from their respective records and provide the
9 lists to the Settlement Administrator within thirty (30) calendar days of the Preliminary Approval
10 Date. The Settlement Administrator will then mail the Class Notices to the Class Members by no
11 later than forty-five (45) days following the Preliminary Approval Date.

12 5. "Class Member" or "Class" means all non-exempt, hourly individuals who worked
13 for R&L in California and all non-exempt, hourly individuals who Fairway and Ultra deployed to
14 work for R&L in California during the Class Period.

15 6. "Class Period" means March 15, 2019 through August 5, 2024 (i.e., 60 days after
16 mediation on June 6, 2024).

17 7. "Class Representative Enhancement and Service Award" means the amount that
18 Class Counsel will request, and that the Defendants will not oppose, that this Court approve as an
19 enhancement award for distribution to Plaintiff as the named Class Representative for the Settlement
20 Class. The amount of the enhancement award will not exceed Five Thousand Dollars (\$5,000.00)
21 and will be requested in recognition of Plaintiff's efforts and risks in assisting with the prosecution
22 of the Action.

23 8. "Compensable Workweeks" means a reasonable estimate of weeks worked by Class
24 Members during the Class Period based on Defendants' records and used as a value to calculate
25 Individual Settlement Payments. Compensable workweeks shall include only those workweeks a
26 Class Member actually worked for Defendants during the Class Period.

27 9. "Complaint" means the Second Amended Complaint that Plaintiff will file in this
28 Action to implement the Settlement Agreement. Under this Settlement Agreement, Plaintiff, upon

1 being granted leave, will file a Second Amended Complaint in the Action, in substantially the form
2 attached hereto as **Exhibit B**, which includes all factual allegations discussed during the mediation
3 and alleged in the PAGA notice to the extent those factual allegations are not already included in
4 the First Amended Complaint filed in this Action. This Second Amended Complaint shall become
5 the operative pleading and upon which the Released Class Claims and Released PAGA Claims are
6 based. The Parties will execute and submit a stipulation regarding the filing of the Second Amended
7 Complaint with the Court, or will seek leave to file the Second Amended Complaint by way of the
8 motion for preliminary approval, whichever approach facilitates obtaining preliminary approval the
9 soonest.

10 10. "Court" means the Superior Court for the County of San Bernardino, State of
11 California.

12 11. "Defendants" means the named Defendants Romeo & Layla Warehousing, Inc.
13 ("R&L"); Fairway Staffing Services ("Fairway"); and Ultra Personnel, LLC ("Ultra"), and their
14 past, present and/or future, direct and/or indirect, officers, directors, members, managers,
15 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders,
16 administrators, parent companies divisions, predecessors, successors, assigns, and joint venturers.

17 12. "Effective Date of the Release" means the date when all of the following events have
18 occurred: (1) this Settlement Agreement has been executed by all Parties, Class Counsel and
19 Defendants' counsel; (2) the Court has given preliminary approval to this Settlement Agreement;
20 (3) the notice of Settlement has been given to the Class, providing Class Members with an
21 opportunity to object to the terms of the Settlement or to opt out of the Settlement; and (4) the Court
22 has held a formal fairness hearing and entered a final order and judgment conditionally certifying
23 the Settlement Class, approving this Settlement Agreement, and entering judgment on this
24 Settlement Agreement; and (5) sixty-five (65) calendar days have passed since the Court has entered
25 a final order and judgment conditionally certifying the Settlement Class, and approving the
26 Stipulation of Settlement; and (6) if any appeal, writ or other appellate proceeding opposing the
27 Court's final order approving the Settlement Agreement has been filed, five (5) business days after
28

any appeal, writ or other appellate proceedings opposing the Settlement Agreement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

13. “Final Judgment” means the Court’s Final Judgment to be entered concurrently with the Court’s Order granting final approval to the Settlement.

14. “Maximum Settlement Amount” or “Gross Settlement Amount” or “GSA” means the non-reversionary payment of Four Hundred Forty Thousand Dollars (\$440,000.00) (unless increased pursuant below) in full and complete settlement of this matter, which sum includes all payments to Settlement Class Members, Aggrieved Employees, Class Counsel’s attorneys’ fees and litigation costs, third-party administration costs, payment to the Labor Workforce Development Agency (“LWDA”), and the enhancement awards to Plaintiff. In addition to and separate from the Maximum Settlement Amount, Defendants shall pay the employers’ portion of any payroll taxes on the wage allocation portion of the individual settlement payments to Settlement Class Members. R&L will contribute a total of One-Hundred Eighty-Five Thousand Dollars (\$185,000.00) toward the GSA, Fairway will contribute a total of Two-Hundred Thirty Thousand Dollars (\$230,000.00) toward the GSA, and Ultra will contribute a total of Twenty-Five Thousand Dollars (\$25,000.00) toward the GSA. Defendants are not jointly and severally liable for the GSA. As to that portion of Settlement Class Members’ settlement payments that constitutes wages, any employer taxes (in an amount corresponding to each Defendant’s respective payment towards the GSA), including the employer FICA, FUTA, and SDI contributions, shall be paid separately from the GSA. A separate and additional payment of \$10,000.00 will be provided to Plaintiff for a separate settlement and release of her individual non-wage and hour claims in her separate individual action entitled *Zuazo v. Romeo & Layla Warehousing, Inc. and Fairway Staffing Services*, San Bernardino Superior Court Case No. CIVSB2311164. Under this Settlement Agreement, Plaintiff will release the same class wide and PAGA claims as the Settlement Class Members Release.

15. “Individual Settlement Payment” means the amount payable from the Net Settlement Fund to each Settlement Class Member and PAGA Aggrieved Employee, less employee portions of state and federal withholding taxes, including FICA, FUTA and SDI contributions and any other

1 applicable payroll deductions required by law as a result of the payment of the amount allocated to
2 such Class Members under the terms of this Settlement.

3 16. “LWDA” means the California Labor and Workforce Development Agency, which
4 is empowered to enforce the Labor Code Private Attorneys General Act, California Labor Code
5 section 2698, *et seq.* (“PAGA”), has delegated such authority to Plaintiff with regard to the claims
6 made in this Action through the procedural mechanisms provided for by statute, and which will
7 receive the LWDA portion of the PAGA Allocation.

8 17. “Net Settlement Fund” or “Net Settlement Amount” means the balance after
9 deduction from the Gross Settlement Amount of Class Counsel’s attorneys’ fees and litigation costs,
10 third-party administration costs, the LWDA’s portion of the PAGA Payment, the Aggrieved
11 Employees’ portion of the PAGA Payment, and the enhancement award to Plaintiff. Each Class
12 Member who fails to opt out of the Settlement (“Settlement Class Member”) will be entitled,
13 provisionally, to a share or shares of the Net Settlement Fund, which shall be a fixed proportional
14 amount of the Net Settlement Fund per workweek. Each PAGA Aggrieved Employee will be paid
15 his or her proportionate share of PAGA Settlement Fund without regard to whether he or she opts
16 out of the class settlement.

17 18. “Notice of Class and PAGA Action Settlement” or “Class Notice” means the notice,
18 substantially in the form attached as **Exhibit A**, approved by the Parties and subject to Court
19 approval that the Settlement Administrator will mail to each Class Member explaining the terms of
20 this Settlement Agreement and the settlement process.

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

23 20. “PAGA Payment” refers to the \$50,000 of the Maximum Settlement Amount that
24 will be allocated to the resolution of claims arising under PAGA. In regards to allocation of the
25 PAGA Payment, 75% of amount (or \$37,500.00) will be payable to the Labor Workforce
26 Development Agency (“LWDA”) and the remaining 25% (\$12,500.00) will be payable on a pro rata
27 basis to the Aggrieved Employees.

28 21. “PAGA Period” refers to the time from March 14, 2022 through August 5, 2024.

22. PAGA “Aggrieved Employees” means all Class Members who worked during the PAGA Period.

23. “PAGA Payment Ratio” means the respective pay periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the pay periods for all PAGA Aggrieved Employees during the PAGA Period.

24. “PAGA Settlement Payment” refers to the amount calculated by the Settlement Administrator to distribute to each of the Aggrieved Employees. Any Class Member who opts out of the Settlement Class will nonetheless receive their PAGA Settlement Payment from the \$12,500.00 allocated to Aggrieved Employees from the PAGA Payment and the Aggrieved Employees will be bound, to the extent allowed by law, by the LWDA’s release of its claims to PAGA penalties under this Settlement Agreement. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal. 4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F. Supp. 2d 1246, individuals otherwise meeting the definition of a Class Member who exclude themselves from the Settlement shall nonetheless receive a payment for the amount of each such individual’s estimated share of the Aggrieved Employees’ portion of the PAGA Payment and shall have released PAGA claims.

25. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

26. “Payment Ratio” means the respective Compensable Workweeks for each Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class Members.

27. “Plaintiff” refers to Mariana Zuazo, named plaintiff and putative class representative in this Action.

28. “Preliminary Approval Date” means the date, if any, upon which the Court issues an Order granting preliminary approval of the Settlement set forth in this Settlement Agreement.

29. “Request for Exclusion” refers to a timely letter submitted by a Class Member setting forth the individual’s name, present address, telephone number, and a clear statement by the Class Member electing to be excluded from the Settlement. The letter must be signed and submitted by the Class Member or their representative to the Settlement Administrator at the specified address

1 indicated in the Class Notice. A Request for Exclusion must be postmarked on or before the
2 exclusion deadline. The date of the postmark shall be the exclusive means to determine whether a
3 Request for Exclusion has been timely submitted. A Class Member who does not timely request a
4 valid exclusion from the Settlement shall be deemed a Settlement Class Member and will be bound
5 by all terms of the Settlement, when the Settlement is granted final approval by the Court.

6 30. "Released Claims by Plaintiff" refers to the separate individual settlement agreement
7 for Plaintiff's FEHA action, in which Plaintiff will provide the Released Parties with a Complete
8 and General Release which shall become effective as of the date she signs it. Therein Plaintiff will
9 also waive any and all rights she may have under Civil Code section 1542. Plaintiff will receive an
10 additional \$10,000 as consideration in exchange for this Complete and General Release. This
11 individual settlement amount to Plaintiff is separate from and in addition to the GSA.

12 31. "Released Class Claims" by participating Settlement Class Members (including
13 Plaintiff) shall mean and include all claims, rights, demands, liabilities, and causes of action alleged
14 or which could have reasonably been alleged based on the facts alleged in the operative Complaint
15 and PAGA notice in this action. The Released Class Claims extend to all Defendants, including
16 Defendants' respective officers, directors, shareholders, owners, investors, assigns, attorneys,
17 insurers, agents, independent contractors, employees, joint employers, staffing companies,
18 predecessors, successors, parents, subsidiaries, affiliates, related entities or other representatives of
19 any kind. The Released Class Claims are those that accrued during the Settlement Class Period. The
20 effective date of the release will coincide with the Effective Date of the Settlement, which will be
21 based upon entry of Judgment and the Court's Order Granting Final Approval.

22 32. "Released PAGA Claims" means the claims released by Aggrieved Employees
23 (including Plaintiff) and include all claims for PAGA civil penalties that are alleged or reasonably
24 could have been alleged against Defendants based on the facts alleged in the operative Complaint
25 and Plaintiff's PAGA notice in this action. The Released PAGA Claims extend to all Defendants,
26 including Defendants' respective officers, directors, shareholders, owners, investors, assigns,
27 attorneys, insurers, agents, independent contractors, employees, joint employers, staffing
28 companies, predecessors, successors, parents, subsidiaries, affiliates, related entities or other

1 representatives of any kind. The Released PAGA Claims are those that accrued during the PAGA
2 Period. Plaintiff will release all claims for PAGA penalties asserted in the operative Complaint and
3 PAGA notice in this action.

4 33. "Released Parties" means all Defendants, including Defendants' respective past,
5 present and/or future, direct and/or indirect, officers, directors, shareholders, owners, investors,
6 assigns, attorneys, insurers, agents, independent contractors, employees, joint employers, staffing
7 companies, predecessors, successors, members, managers, partners, administrators, divisions, joint
8 venturers, parent companies, subsidiaries, affiliates, related entities or other representatives of any
9 kind.

10 34. "Response Deadline" means forty-five (45) days after the Settlement Administrator
11 mails the Class Notice to Class Members and the last date on which Class Members may: (a) submit
12 a Request for Exclusion; (b) submit an objection to the Settlement; or (c) dispute the information
13 contained in the Class Notice.

14 35. "Settlement" means the disposition of the Action pursuant to this Settlement
15 Agreement.

16 36. "Settlement Administration Costs" means the amount to be paid to the Settlement
17 Administrator from the Maximum Settlement Amount for the Settlement Administrator's
18 reasonable fees and expenses related to the administration of this Settlement. The Settlement
19 Administrator, Apex Class Action, has provided a capped administration quotation of \$12,500.00,
20 and the Settlement Administration Costs will therefore be and will not exceed \$12,500.00.

21 37. "Settlement Administrator" means Apex Class Action Administration. Should a
22 conflict of interest or other issue lead to the disqualification of the selected Settlement
23 Administrator, the Parties will meet and confer as to a suitable replacement.

24 38. "Settlement Class" or "Settlement Class Member" or "Participating Class Member"
25 means any Class Member who does not submit a timely and valid Request for Exclusion.

26 39. "Summary of Workweeks and Estimated Payment" is the information that will be
27 included in the Class Notice that is sent to each Class Member that sets forth the number of
28 Compensable Workweeks that Class Member worked as a non-exempt employee for Defendants in

California during the Class Period, and the estimated payment he or she will receive if they do not submit a timely and valid Request for Exclusion.

RECITALS

40. Plaintiff Mariana Zuazo and the Class worked as hourly, non-exempt warehouse and distribution center workers for Defendants Romeo & Layla Warehousing, Inc., Fairway Staffing Services, and Ultra Personnel, LLC. Plaintiff filed her Class Action Complaint in San Bernardino County on March 15, 2023 alleging claims for: (1) Failure to Pay Minimum Wages and for all Hours Worked; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period Liability under Labor Code 226.7; (4) Rest-Break Liability under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; and (9) Violation of Business & Professions Code § 17200 *et seq.* On May 19, 2023, Plaintiff filed the First Amended Class Action Complaint adding a tenth cause of action for PAGA penalties under Labor Code §§ 2698 *et seq.*

41. The Parties completed their initial Case Management Conference with the Court on July 19, 2023. In addition to meeting and conferring regarding case management and discovery, the Parties' counsel conferred regarding the existence of an arbitration agreement between Fairway Staffing Services and mediation.

42. Plaintiff's counsel provided Defendants' counsel with a comprehensive listing of informal discovery items required to constructively mediate. Defendants responded with production of various documents and data, including (1) handbooks and policy and training docs; (2) personnel file for Plaintiff; (3) PDF files (not native) with timekeeping records for Plaintiff; and (4) PDF and Excel files with a sampling of time data and pay data for other Class Members. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation satisfied the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130.

43. The Parties agreed to a class-wide mediation with well-respected wage and hour class action mediator, Steven Rottman and completed it on June 6, 2024. After a full day of negotiation

1 with the assistance of the mediator, the Parties were able to arrive at general terms for settling all
2 the claims in this action and executed a Memorandum of Understanding to that end.

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

14 45. Defendants' Reasons for Settlement. Defendants have concluded that any further
15 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
16 Defendants' time, energy, and resources have been and, unless this Settlement is completed, will
17 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken
18 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
19 though Defendants continue to contend they are not liable for any of the claims alleged by Plaintiff
20 in this Action and deny joint and several liability, Defendants have agreed, nonetheless, to settle in
21 the manner and upon the terms set forth in this Settlement Agreement to put to rest the claims in
22 this Action. As to the Released Claims, Defendants deny and continue to deny each of those claims.
23 Defendants have repeatedly asserted and continue to assert defenses thereto and have expressly
24 denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or
25 conduct alleged in the Action. Defendants deny that they have engaged in any unlawful activity,
26 have failed to comply with the law in any respect, have any liability to anyone under the claims
27 asserted in the Action, or that but for the Settlement, the Class could be certified in the Action.
28 Neither the memorandum of understanding nor this Settlement Agreement shall constitute an

1 admission of liability or of the accuracy of any allegation made by Plaintiff or her counsel. This
2 Settlement Agreement is entered into solely for the purpose of compromising highly disputed
3 claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by
4 Defendants of liability or wrongdoing. This Settlement Agreement, and Plaintiff's and Defendants'
5 willingness to settle the Action will have no bearing on, and will not be admissible in connection
6 with, any litigation between the Parties (other than in connection with this Settlement Agreement).

7 46. This Settlement is Fair, Adequate, and Reasonable. The Parties believe this
8 Settlement to be adequate, fair, and reasonable and have arrived at this settlement after extensive
9 arms-length negotiation considering all factors. They participated in a day-long mediation with an
10 experienced mediator and reached this settlement after consideration of all of the relevant factors.

11 **STIPULATION AND AGREEMENT**

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

14 48. It is agreed by and among Plaintiff and Defendants that this Settlement shall bind the
15 Plaintiff, Settlement Class Members, Aggrieved Employees, and Defendants, subject to the terms
16 and conditions hereof. Subject to the Court's approval, Plaintiff and Settlement Class Members
17 release Defendants and Released Parties from the Released Class Claims for the Class Period, as of
18 the Effective Date, pursuant to Paragraph 31 of this Settlement Agreement.

19 49. Circular 230 Disclaimer. Each Party to this Settlement Agreement (for purposes of
20 this section, the "acknowledging party" and each Party to this Settlement Agreement other than the
21 acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this
22 Settlement Agreement, and no written communication or disclosure between or among the Parties
23 or their attorneys and other advisers, is or was intended to be, nor shall any such communication or
24 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
25 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging
26 party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for
27 advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into
28 this Settlement Agreement based upon the recommendation of any other party or any attorney or

1 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by
2 any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
3 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
4 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
5 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
6 treatment or tax structure of any transaction, including any transaction contemplated by this
7 Settlement Agreement.

8 50. Class Certification. The Parties stipulate to class certification for purposes of
9 settlement only. Defendants contend that the facts do not justify class certification under the
10 governing legal standards. The trial court has not ruled on class certification in the underlying
11 litigation. Consequently, a "Settlement Class" has been established for purposes of administration
12 and resolution of this matter only. It is not, and it should not be construed as, any admission of fact
13 or law in this matter or any other matter that class certification is appropriate. If the Court does not
14 grant either preliminary or final approval of this settlement, then the Parties revert to their previous
15 positions and Defendants will not stipulate to class certification.

16 51. Preliminary Approval of Settlement. Plaintiff will move the Court to grant
17 preliminary approval of this class action Settlement for settlement purposes only, certifying the
18 Settlement Class for settlement purposes only, and setting a date for a final approval hearing. All
19 Parties agree to work diligently and cooperatively to have this matter presented to the Court for
20 preliminary approval as efficiently as possible.

21 52. Release of Claims by Plaintiff. Pursuant to Plaintiff's separate individual settlement
22 agreement in the FEHA action, Plaintiff releases the "Released Claims by Plaintiff" as of completion
23 of that settlement agreement and payment by Defendants.

24 53. Release of Claims by Settlement Class Members. Pursuant to this Settlement
25 Agreement, Settlement Class Members release the Released Parties from the Released Class Claims
26 as of the Effective Date and funding of the Settlement.

27 54. Release of PAGA Claims and the Aggrieved Employees. Upon both the Effective
28 Date and funding of the Settlement, and in exchange for the consideration set forth in this Settlement

1 Agreement, Plaintiff and the LWDA release the Released Parties from the Released PAGA Claims
2 for the PAGA Period. This release is applicable as to the PAGA Aggrieved Employees in the sense
3 that the Released Parties will also be entitled to assert that this Settlement of the PAGA claims in
4 this Action provides claim or issue preclusion if any of the other PAGA Aggrieved Employees
5 besides Plaintiff brings a subsequent claim on behalf of the LWDA concerning the same Released
6 PAGA Claims that were at issue in this litigation. The PAGA Settlement Payments to the Aggrieved
7 Employees will serve as consideration for this preclusion.

8 55. Settlement Administration. Defendants will diligently and in good faith compile the
9 Class Information list from its records and provide it to the Settlement Administrator within thirty
10 (30) calendar days of the Preliminary Approval Date.

11 56. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
12 Settlement Administrator will perform a search based on the National Change of Address Database
13 to update and correct any known or identifiable address changes. The Settlement Administrator will
14 then mail the Class Notices via regular First-Class U.S. Mail to the Class Members by no later than
15 forty-five (45) days following the Preliminary Approval Date. The Settlement Administrator shall
16 exercise its best judgment to determine the current mailing address for each Class Member. The
17 address identified by the Settlement Administrator as the current mailing address shall be presumed
18 to be the best mailing address for each Class Member.

19 a. Undeliverable Notices. Any Class Notice returned to the Settlement
20 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
21 forwarding address affixed thereto within ten (10) calendar days of determining that a Notice was
22 undeliverable. If no forwarding address is provided, the Settlement Administrator shall promptly
23 attempt to determine a correct address by use of skip-tracing, or other search using the name, address
24 and/or last four digits of the Social Security number of the Class Member involved, and shall then
25 perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Class
26 Members who receive a re-mailed Notice of Class Settlement and Summary Sheet shall have their
27 Response Deadline extended ten (10) calendar days from the original Response Deadline.
28

1 b. Disputes Regarding Individual Settlement Payments. Class Members will
2 have the opportunity, should they disagree with Defendants' records regarding the dates of
3 employment or other information on their Summary of Workweeks and Estimated Payment included
4 in the Class Notice, to provide documentation and/or an explanation to show contrary information
5 by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the
6 Parties to determine whether an adjustment is warranted. The Settlement Administrator shall then
7 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the
8 terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility
9 for and amount of any Individual Settlement Payment shall be binding upon the Class Member and
10 the Parties. In the absence of circumstances indicating fraud, manipulation or destruction,
11 Defendants' records will be given a rebuttable presumption of accuracy.

12 c. Disputes Regarding Administration of Settlement. Any disputes not resolved
13 by the Settlement Administrator concerning the administration of the Settlement will be resolved by
14 the Court, under the laws of the State of California. Prior to any such involvement of the Court,
15 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
16 involving the Court.

17 d. Exclusions. The Notice of Class Settlement shall state that Class Members
18 who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a
19 Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the
20 name, address, and telephone number of the person requesting exclusion, as well as a clear statement
21 by the Class Member electing to be excluded; (2) must be signed by the Class Member; and (3) must
22 be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope
23 on the Request for Exclusion shall be the exclusive means used to determine whether it has been
24 timely submitted. The Request for Exclusion will be deemed invalid if it does not contain the Class
25 Member's name, address, and telephone number, as well as a clear statement by the Class Member
26 electing to be excluded, and the Class Member's signature. Any Class Member who requests to be
27 excluded from the Settlement Class will not be entitled to any recovery under the Settlement and
28 will not be bound by the terms of the Settlement or have any right to object, appeal, or comment

1 thereon. Class Members who receive a Notice of Class Settlement but fail to submit a valid and
2 timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
3 Settlement and any Final Judgment entered in this Action. The Settlement Administrator shall
4 provide the Parties with regular updates regarding the status of any requests for exclusion. Any Class
5 Member that submits a timely request for exclusion that is also a member of the Aggrieved
6 Employees Group will still receive their pro rata share of the PAGA Settlement Fund, and in
7 consideration, will be bound by the terms relating to the PAGA Released Claims.

8 e. Objections. The Notice of Class Settlement shall state that Class Members
9 who wish to object to the Settlement must mail to the Settlement Administrator a written statement
10 of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the
11 return mailing envelope on the Notice of Objection shall be the exclusive means used to determine
12 whether the Objection has been timely submitted. The Settlement Administrator will notify all
13 Parties of any objection within five (5) business days of receipt of the Objection. Plaintiff will file
14 any such Objection(s) with the Court in advance of the Final Approval Hearing. The Notice of
15 Objection must be signed by the Class Member and state: (1) the full name of the Class Member;
16 (2) the dates of employment of the Class Member; (3) the basis for the objection; (4) if the Class
17 Member intends to appear at the final approval hearing; and (5) any legal briefs, papers, or
18 memoranda the objecting Class Member proposes to submit to the Court. Class Members who fail
19 to make objections in the manner specified above shall be deemed to have waived any objections
20 and shall be foreclosed from making any objections (whether by appeal or otherwise) to the
21 Settlement. Class Members who submit a timely Notice of Objection will have a right to appear at
22 the final approval hearing in order to have their objections heard by the Court. At no time shall any
23 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve
24 written objections to the Settlement or appeal from the Order granting final approval and/or Final
25 Judgment. Class Counsel shall not represent any Class Members with respect to any such
26 Objections.

1 f. The Parties have the right to monitor and review administration of the
2 Settlement to verify that the monies allocated to the Settlement Class are distributed in a correct
3 amount.

4 g. The Parties agree to use their best efforts to carry out the terms of this
5 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
6 Class Members to submit either written objections to the Settlement or requests for exclusion from
7 the Settlement, or to appeal from the Court's Final Judgment.

8 57. Funding of the Maximum Settlement Amount. Defendants shall fully fund the
9 Maximum Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share
10 of payroll taxes by transmitting the funds to the Administrator no later than twenty (20) calendar
11 days after the Effective Date. R&L will contribute a total of One-Hundred Eight-Five Thousand
12 Dollars (\$185,000.00) toward the Maximum Settlement Amount, Fairway will contribute a total of
13 Two-Hundred Thirty Thousand Dollars (\$230,000.00) toward the Maximum Settlement Amount,
14 and Ultra will contribute a total of Twenty-Five Thousand Dollars (\$25,000.00) toward the
15 Maximum Settlement Amount. Defendants are not jointly and severally liable for the Maximum
16 Settlement Amount. This is a non-reversionary Settlement in which Defendants are required to pay
17 the entire Maximum Settlement Amount. No portion of the Maximum Settlement Amount will
18 revert to Defendants. Defendants are separately and solely responsible for any employer payroll
19 taxes owed as a result of this Settlement Agreement. Within twenty (20) days of the Effective Date,
20 Defendants will deposit money, in an amount equal to the Maximum Settlement Amount, to pay (1)
21 the Settlement Class per the terms of the final settlement agreement, and (2) court approved
22 attorneys' fees and costs, administration costs, and the enhancement payment, and (3) PAGA
23 penalties to be paid to the LWDA and to the Aggrieved Employees into an interest-bearing account,
24 through the Settlement Administrator. Any interest accrued will be distributed to the Settlement
25 Class except that if final approval is reversed on appeal, then Defendants are entitled to prompt
26 return of the principal and all interest accrued.

27 58. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
28 Settlement Fund and shall be paid pursuant to the settlement formula set forth herein. Individual

1 Settlement Payments shall be mailed by the Settlement Administrator by regular First-Class U.S.
2 Mail to Settlement Class Members' last known mailing address within ten (10) days of the receipt
3 of the Maximum Settlement Amount from Defendants. Each Class Member who fails to timely and
4 properly opt out of the Settlement will be entitled, provisionally, to a share or shares of the Net
5 Settlement Fund, which shall be a fixed proportional amount of the Net Settlement Fund based on
6 the number of workweeks each Settlement Class Member worked during the Settlement Class
7 Period.

8 a. The Settlement Administrator will calculate the total Compensable
9 Workweeks for all Settlement Class Members based on the Class Information. The respective
10 Compensable Workweeks for each Settlement Class Member will be divided by the total
11 Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each
12 Settlement Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by
13 the Net Settlement Amount to determine his or her Individual Settlement Payment. Compensable
14 Workweeks shall include only those workweeks a Class Member actually worked for Defendants
15 during the Class Period. Defendants' payroll records shall control, but Class Members will have the
16 right to challenge their number of workweeks. The Parties will work together in good faith with the
17 Settlement Administrator to resolve any disputes regarding workweeks. If there are any valid and
18 timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the
19 Individual Settlement Payment for each Settlement Class Member according to the number of
20 workweeks worked by Settlement Class Members, so that the amount distributed to the Settlement
21 Class equals 100% of the Net Settlement Amount.

22 b. Individual Settlement Payments to Settlement Class Members will be
23 allocated 10% to wages and 90% to non-wages (i.e., for claims of interest and statutory penalties).
24 The Settlement Administrator will be responsible for issuing to Settlement Class Members a form
25 W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated to statutory
26 penalties and interest. The settlement payment for each Aggrieved Employee shall be allocated
27 100% as penalties. The Settlement Administrator will be responsible for issuing to claimants an IRS
28

1 Form 1099. The recipients of payments pursuant to this Agreement shall be exclusively responsible
2 for all tax obligations other than the employers' share of payroll taxes allocated to unpaid wages.

3 c. Checks issued to Settlement Class Members pursuant to this Settlement
4 Agreement shall remain negotiable for one hundred and eighty (180) calendar days. Any settlement
5 checks that are not claimed or not negotiated within one hundred eighty (180) calendar days after
6 the distribution of Individual Settlement Payments to Settlement Class Members shall be void and
7 the funds not disbursed as a result and will instead be paid to the California Controller's Unclaimed
8 Property Fund to be held in the name of the Settlement Class Member and in accordance with the
9 procedures set forth in CCP §1520. The Parties agree that this disposition results in no "unpaid
10 residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be
11 paid out to Settlement Class Members, whether or not they all cash their checks for their Individual
12 Settlement Payments. Therefore, Defendants will not be required to pay any interest on such
13 amounts. For information on the Unclaimed Property Fund, and instructions on how to search for
14 and claim unclaimed property held by the State Controller in the name of the Class members, Class
15 members can go to the State Controller's web-site at <https://www.sco.ca.gov/index.html> and click
16 on the Unclaimed Property link to be directed to https://www.sco.ca.gov/upd_msg.html. The
17 foregoing information regarding searching for a claiming amounts distributed to the Unclaimed
18 Property Fund will also be included in the mailed Class Notice. The Parties agree that this is the best
19 and most practical method for ensuring the best chance that any unclaimed funds intended for
20 specific individual class members will find them. Given that all funds in the Net Fund will be
21 distributed to the participating Class members and held in their name in the event they are
22 undeliverable, the Parties submit there is no unpaid residue under Cal. Code Civ. Proc. § 384 and
23 that no declaration under Cal. Code Civ. Proc. § 382.4 is required.

24 d. Certification By Settlement Administrator. Upon completion of
25 administration of the distributions, the Settlement Administrator shall provide written certification
26 of such completion to the Court and counsel for all Parties.

27 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
28 by Settlement Class Members shall be deemed to be income to such Settlement Class Members

1 solely in the year in which such awards actually are received by the Settlement Class Members. It
2 is expressly understood and agreed that the receipt of such Settlement Awards will not entitle any
3 Settlement Class Member to additional compensation or benefits under any company compensation
4 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
5 any Settlement Class Member to any increased pension and/or retirement, or other deferred
6 compensation benefits. It is the intent of this Settlement that any Settlement Awards provided for in
7 this Settlement Agreement are the sole payments to be made by Defendants to the Settlement Class
8 Members in connection with this Settlement, and that the Settlement Class Members are not entitled
9 to any new or additional compensation or benefits as a result of having received the Settlement
10 Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan
11 document that might have been in effect during the period covered by this Settlement).

12 f. Class Representative Enhancement and Service Award. Class Counsel will
13 request and Defendants will not object that the Court approve enhancement awards for distribution
14 to Plaintiff as the named Class Representative for the Settlement Class. The amount of the
15 enhancement award will not exceed Five Thousand Dollars (\$5,000.00). Defendants agree not to
16 oppose or object to the Class Representative Enhancement and Service Award of up to Five
17 Thousand Dollars (\$5,000.00), subject to Court approval. The Class Representative Enhancement
18 and Service Award shall be paid to Plaintiff no later than ten (10) days following the receipt of the
19 Maximum Settlement Amount by the Settlement Administrator from Defendants. The Settlement
20 Administrator shall issue an IRS Form 1099 – MISC to Plaintiff in connection with the Class
21 Representative Enhancement and Service Award. Plaintiff shall be solely and legally responsible to
22 pay any and all applicable taxes on her Class Representative Enhancement and Service Award and
23 shall hold harmless Defendants and Class Counsel from any claim or liability for taxes, penalties,
24 or interest arising as a result of the Class Representative Enhancement and Service Award. Any
25 amount requested by Plaintiff for the Class Representative Enhancement and Service Award not
26 granted by the Court shall return to the Net Settlement Fund and be distributed as provided in this
27 Settlement Agreement.

1 g. Settlement of Plaintiff's FEHA Action. A separate and additional payment
2 of \$10,000.00 will be provided to Plaintiff for a separate settlement and release of her individual
3 non-wage and hour claims in her separate individual action entitled *Zuazo v. Romeo & Layla*
4 *Warehousing, Inc. et al.*, San Bernardino Superior Court Case No. CIVSB2311164. Plaintiff shall
5 be required to execute a general release and 1542 waiver in her separate individual settlement
6 agreement for this FEHA action.

7 h. Class Counsel Award of Attorneys' Fees and Costs. Class Counsel will
8 request and Defendants will not object that the Court approve an award of attorneys' fees in an
9 amount not to exceed one-third of the Maximum Settlement Amount, or One Hundred Forty-Six
10 Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$146,666.67), as well as actual costs incurred
11 in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) to be confirmed by
12 Plaintiff's Counsel in connection with final approval. Class Counsel's attorneys' fees and costs will
13 be paid out of the Maximum Settlement Amount. To the extent that the Court approves less than the
14 amount of attorneys' fees or costs that Class Counsel requests, the difference between the requested
15 and awarded amounts will be added to the Net Settlement Fund for distribution to the Settlement
16 Class. Court approved Attorneys' Fees and Costs shall be paid by the Administrator to Class
17 Counsel no later than ten (10) days following the receipt by the Settlement Administrator of the
18 Maximum Settlement Amount from Defendants. Class Counsel shall be solely and legally
19 responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
20 Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments
21 made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
22 Counsel any particular amount in attorneys' fees and costs. The Court's approval of lesser amounts
23 for the Class Counsel Fees and Costs shall not provide a basis for the Parties to revise or rescind
24 this Settlement Agreement.

25 i. Settlement Administration Costs. The Settlement Administrator (Apex Class
26 Action Administration) shall be paid for the costs of administration of the Settlement from the
27 Maximum Settlement Amount no later than ten (10) days following the receipt by the Settlement
28 Administrator of the Maximum Settlement Amount from Defendants. The costs of administration

1 for the disbursement of the Maximum Settlement Amount shall not exceed Twelve Thousand Five
2 Hundred Dollars (\$12,500.00). The Settlement Administrator, on Defendants' behalf, shall have the
3 authority and obligation to make payments, credits, and disbursements, including payments and
4 credits in the manner set forth herein, to Settlement Class Members calculated in accordance with
5 the methodology set out in this Settlement Agreement and orders of the Court. The Parties agree to
6 cooperate in the Settlement Administration process and to make all reasonable efforts to control and
7 minimize the cost and expenses incurred in administration of the Settlement.

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

11 2. The Settlement Administrator shall be responsible for: processing and
12 mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members;
13 performing any translations required for the Class Notice, printing, and mailing the Class Notice
14 and tax forms to Class Members if directed by the Court; receiving and reporting the requests for
15 exclusion and objections submitted by Class Members; providing declaration(s) as necessary in
16 support of preliminary and/or final approval of this Settlement; and other tasks as the Parties
17 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement
18 Administrator shall keep the Parties timely apprised of the performance of all Settlement
19 Administrator responsibilities.

20 j. Payment to the LWDA and Aggrieved Employees ("PAGA Allocation").
21 The Parties allocate Fifty Thousand Dollars (\$50,000.00) to the settlement and resolution of the
22 Released PAGA claims under the Labor Code Private Attorneys General Act of 2004, with 75% of
23 this amount to be paid directly to the LWDA (\$37,500.00) and 25% of this amount (\$12,500.00 –
24 the PAGA Settlement Fund) to be paid on a pro rata basis to the Aggrieved Employees. The PAGA
25 Settlement Payments from the PAGA Settlement Fund are made pursuant to Labor Code Section
26 2699(i) and shall also be paid within ten (10) days of the receipt by the Settlement Administrator of
27 the Maximum Settlement Amount. The Settlement Administrator will identify the Aggrieved
28 Employees members employed during the PAGA Claim Period and will calculate their PAGA

1 Settlement Payments from the PAGA Settlement Fund by multiplying each Aggrieved Employee's
2 PAGA Payment Ratio by the PAGA Settlement Fund of \$12,500.00. These payments will be
3 allocated as penalties for payroll purposes and each employee who is a Settlement Class Member
4 and also a member of the Aggrieved Employees will receive both their Individual Settlement
5 Payments and their PAGA Settlement Payments. Any Class member who requests exclusion who
6 is also a member of the Aggrieved Employees will nevertheless receive their PAGA Settlement
7 Payment.

8 k. No person shall have any claim against Defendants, Defendants' Counsel,
9 Plaintiff, Settlement Class Members, Class Counsel, or the Settlement Administrator based on
10 distributions and payments made in accordance with this Settlement Agreement.

11 59. Plaintiff and all Settlement Class Members shall be enjoined from filing or
12 prosecuting any other cases, claims, suits or administrative proceedings (including filing claims with
13 the Division of Labor Standards Enforcement of the California Department of Industrial Relations)
14 regarding claims released by the Settlement unless and until such Class Members have served valid
15 and timely Requests for Exclusion with the Settlement Administrator.

16 60. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
17 of the Response Deadline, with the Court's permission, a final approval hearing shall be conducted
18 to determine final approval of the Settlement along with the amount properly payable for: (i) the
19 Class Counsel Award; (ii) the Class Representative Enhancement and Service Award; (iii) payments
20 to the LWDA and PAGA Aggrieved Employee Group; and (iv) the Settlement Administration
21 Costs.

22 61. Escalator Provision. The GSA was calculated based on the estimate that Settlement
23 Class Members worked a total of approximately 11,000 workweeks during the Class Period as of
24 June 6, 2024. If the total number of workweeks Defendants provide to the Settlement Administrator
25 for Notice Mailing is 10% higher (i.e., 1,100 workweeks higher), then the GSA will be increased
26 proportionally by the workweeks worked in excess of 12,100 workweeks multiplied by the per
27 workweek value or Defendants will have the option to set the Settlement Class Period end date to a
28 date at which the number of workweeks does not increase by more than 10% of the number set forth

1 in this paragraph. If this provision is triggered and the GSA is increased proportionally, the Parties
2 agree that the portion of the GSA allocated to Class Counsel Fees and Costs will increase
3 proportionally such that the total amount of Class Counsel Fees and Costs remains one-third of the
4 GSA after the upward adjustment required by this provision is implemented.

5 62. Nullification of Settlement Agreement. In the event: (i) the Court does not enter the
6 Order for preliminary approval of the Settlement; (ii) the Court does not finally approve the
7 Settlement; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement
8 does not become final for any other reason, this Settlement Agreement shall be null and void and
9 any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void
10 from the beginning. Defendants also retain the right, in the exercise of their sole discretion, to nullify
11 the settlement and its stipulation to class certification within thirty (30) days after expiration of the
12 opt out period if five percent (5%) or more of Class Members opt out of this Settlement. All
13 signatories and their counsel must not encourage opt-outs. Counsel for the Class Members and
14 Defendants specifically agree not to solicit opt-outs, directly or indirectly, through any means. The
15 Court's approval of lesser amounts for the Class Counsel Fees and Costs shall not provide a basis
16 for the Parties to revise or rescind this Settlement Agreement.

17 63. Notice of Final Judgment. Notice of final judgment will be given to the Class by
18 posting notice to the case website maintained by the Settlement Administrator.

19 64. No Effect on Employee Benefits. Amounts paid to Plaintiff, other Settlement Class
20 Members, or Aggrieved Employees pursuant to this Settlement Agreement shall be deemed not to
21 be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of
22 the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff, Settlement
23 Class Members, or Aggrieved Employees.

24 65. No Admission by Defendants. Defendants deny any and all claims alleged in this
25 Action and deny all wrongdoing whatsoever. This Settlement Agreement is not a concession or
26 admission and shall not be used against Defendants as an admission or indication with respect to
27 any claim of any fault, concession, or omission by any Defendants.

1 66. Exhibits and Headings. The terms of this Settlement Agreement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
3 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement. The
4 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for
5 convenience of reference only and do not constitute a part of this Settlement Agreement.

6 67. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
7 except such proceedings necessary to implement and complete the Settlement, in abeyance pending
8 the Final Approval Hearing to be conducted by the Court.

9 68. Confidentiality and Publicity. While the Parties understand that the fact of this
10 settlement will be of public record in the Courts, the Parties also understand that Defendants wish
11 to keep it as confidential as possible. Accordingly, Plaintiff agrees not to publicize this settlement
12 in any way, including but not limited to communications with other class members by text, social
13 media, or otherwise; any representations to the public about this settlement, or her role as Class
14 Representative, or her Class Representative Enhancement and Service Award. Class Counsel also
15 agrees not to publicize this settlement in any way, including but not limited to naming Defendants
16 on their firms' or individual attorneys' websites, or in any firm or attorney promotional materials,
17 notice of settlement periodicals, or social media posts; and communications about this settlement
18 involving Defendants' name with any media outlet or social media platform. Nothing in this
19 provision shall prevent Class Counsel from communicating with Class Members to effectuate the
20 Settlement or from including information about the lawsuit in future applications for attorneys' fees.

21 69. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
22 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
23 with this Settlement Agreement shall be resolved as follows:

24 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
25 Member, or Defendants' Counsel, on behalf of Defendants, at any time believe that the other Party
26 has breached or acted contrary to the Settlement Agreement, that Party shall notify the other Party
27 in writing of the alleged violation.
28

1 b. Upon receiving notice of the alleged violation or dispute, the responding
2 Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the
3 initiating Party with the reasons why the Party disputes all or part of the allegation.

4 c. If the response does not address the alleged violation to the initiating Party's
5 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
6 differences.

7 d. If Class Counsel and Defendants' Counsel are unable to resolve their
8 differences after twenty (20) calendar days, either Party shall first contact the mediator to try to
9 resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion for
10 enforcement with the Court.

11 e. Reasonable attorneys' fees and costs for work done in resolving a dispute
12 under this Section may be recovered by any Party that prevails under the standards set forth within
13 the meaning of applicable law.

14 70. Amendment or Modification. This Settlement Agreement may be amended or
15 modified only by a written instrument signed by counsel for all Parties or their successors-in-
16 interest.

17 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
18 the entire Settlement Agreement among these Parties, and no oral or written representations,
19 warranties, or inducements have been made to any Party concerning this Settlement Agreement or
20 its Exhibits other than the representations, warranties, and covenants contained and memorialized
21 in the Settlement Agreement and its Exhibits.

22 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
23 and represent they are expressly authorized by the Parties whom they represent to negotiate this
24 Settlement Agreement and to take all appropriate actions required or permitted to be taken by such
25 Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other
26 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
27 counsel will cooperate with each other and use their best efforts to effect the implementation of the
28 Settlement. In the event the Parties are unable to reach agreement on the form or content of any

document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such disagreement. The persons signing this Settlement Agreement on behalf of Defendants represents and warrants that they are authorized to sign this Settlement Agreement on behalf of Defendants. Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

73. Electronic Signatures. Pursuant to Cal. Civ. Code § 1633.7(d), the Parties agree that electronic signatures are satisfactory for purposes of this Settlement Agreement.

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

75. California Law Governs. All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

76. Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

77. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

78. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to approval by the Court.

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

79. Final Order and Judgment. Upon approval of the Settlement, a Final Order and Judgment shall be entered by the Court which shall, among other things:

(a) Grant final approval to the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Class and the PAGA Aggrieved Employees, as a whole, and order the Parties to carry out the provisions of the Settlement Agreement.

(b) Award amounts for Plaintiff's Counsels' Attorney' Fees, Litigation Costs and Expenses, the Class Representative Enhancement and Service Award, Settlement Administrative Expenses and the PAGA payment.

(c) Adjudge that the Settlement Class Members and PAGA Aggrieved Employees are upon the Effective Date and funding of the Settlement conclusively deemed to have released the Defendants and Released Parties pursuant to this Settlement Agreement.

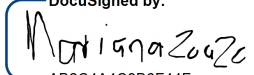
(d) Reserve Continuing Jurisdiction as provided in this Settlement Agreement.

DATED: November 06, 2024

PLAINTIFF

By

Mariana Zuazo

DocuSigned by:

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DATED: _____, 2024

ROMEO & LAYLA WAREHOUSING,
INC.

By

Bruce Fischer

Title: President and authorized
representative

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

79. Final Order and Judgment. Upon approval of the Settlement, a Final Order and Judgment shall be entered by the Court which shall, among other things:

(a) Grant final approval to the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Class and the PAGA Aggrieved Employees, as a whole, and order the Parties to carry out the provisions of the Settlement Agreement.

(b) Award amounts for Plaintiff's Counsels' Attorney' Fees, Litigation Costs and Expenses, the Class Representative Enhancement and Service Award, Settlement Administrative Expenses and the PAGA payment.

(c) Adjudge that the Settlement Class Members and PAGA Aggrieved Employees are upon the Effective Date and funding of the Settlement conclusively deemed to have released the Defendants and Released Parties pursuant to this Settlement Agreement.

(d) Reserve Continuing Jurisdiction as provided in this Settlement Agreement.

DATED: _____, 2024

PLAINTIFF

By _____
Mariana Zuazo

DATED: 11/8/2024, 2024

ROMEO & LAYLA WAREHOUSING,
INC.

By  _____
Bruce Fischer
Title: President and authorized
representative

1 DATED: _____, 2024

FAIRWAY STAFFING SERVICES

3 By _____
4 [Name]
5 Title: _____ and authorized
6 representative

7 DATED: _____, 2024

ULTRA PERSONNEL, LLC

8 By _____
9 Daniel Beltran
10 Title: Owner and authorized
11 representative

12 DATED: _____, 2024

D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES, INC.

14 By _____
15 David Yeremian
16 Alvin B. Lindsay
17 Tania Fonseca
Attorneys for Plaintiff Mariana Zuazo and
Settlement Class

18 DATED: 11/7/2024, 2024

DAVIS WRIGHT TREMAINE LLP

19 By  _____
20 Evelyn Wang
21 Frances Choi
22 Attorneys for Defendant Romeo & Layla
Warehousing, Inc.

23 DATED: September __, 2024

LIGHTGABLER LLP

24 By _____
25 Jonathan Fraser Light
26 Chandra A. Beaton
27 Attorneys for Defendant Fairway Staffing
28 Services

1 DATED: 11/25, 2024

FAIRWAY STAFFING SERVICES

By 
[Name]
Title: Risk Manager and authorized
representative

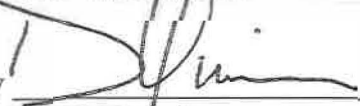
2 DATED: 01 / 25 / 2025, ~~2024~~

ULTRA PERSONNEL, LLC

By 
Daniel Beltran
Title: Owner and authorized
representative

3 DATED: November 07, 2024

D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES, INC.

By 
David Yeremian
Alvin B. Lindsay
Tania Fonseca
Attorneys for Plaintiff Mariana Zuazo and
Settlement Class

4 DATED: _____, 2024

DAVIS WRIGHT TREMAINE LLP

By _____
Evelyn Wang
Frances Choi
Attorneys for Defendant Romeo & Layla
Warehousing, Inc.

5 DATED: November 25, 2024

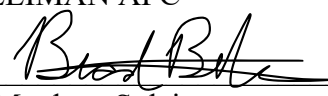
LIGHTGABLER LLP

By 
Jonathan Fraser Light
Chandra A. Beaton
Attorneys for Defendant Fairway Staffing
Services

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DATED: 1/22/25, ~~2024~~

SOLEIMAN APC

By 

Matthew Soleimanpour
Bradley S. Beherns
Attorneys for Defendant Ultra
Personnel, LLC

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