

1 **JOINT STIPULATION OF CLASS, COLLECTIVE, AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class, Collective, and PAGA Settlement (“Agreement” or “Settlement”)
3 is made and entered into by and between Plaintiff Roberto Mendez (“Plaintiff” or “Class
4 Representative”), on behalf of all other similarly situated Class Members, PAGA Group Members, and
5 Collective Members (as respectively defined herein and who may be referred to together as “Covered
6 Employees”), and Defendant Deployed Services, LLC (“Defendant”) (collectively with Plaintiff, the
7 “Parties”).

8 This Settlement shall be binding on Plaintiff and Covered Employees, and on Defendant, subject
9 to the terms and conditions hereof and the approval of the Court.

10 **RECITALS**

11 1. On June 21, 2023, Plaintiff filed a Class Action Complaint, individually and on behalf of
12 himself and all others similarly situated, in the Superior Court for the State of California, for the County
13 of San Diego, Case No. 37-2023-00025850-CU-OE-CTL. Plaintiff asserted California state law claims
14 for (1) Failure to Pay Overtime Wages, (2) Meal Period Violations, (3) Rest Period Violations, (4) Paid
15 Sick Leave Violations, (5) Untimely Payment of Wages, (6) Wage Statement Violations, (7) Waiting Time
16 Penalties, and (8) Unfair Competition.

17 2. On July 24, 2023, Defendant removed Plaintiff’s Class Action Complaint to the United
18 States District Court for the Southern District of California. On August 10, 2023, Plaintiff filed an
19 amended Class And Collective Action Complaint in the United States District Court for the Southern
20 District of California, Case No. 23-CV-1351-BAS-BGS (“Federal Court Action”), asserting the claims
21 alleged in Plaintiff’s initial Class Action Complaint, as well as an additional claim for failure to pay
22 overtime wages in violation of the Fair Labor Standards Act, 29 U.S.C. section 201, et seq. (“FLSA”).

23 3. On August 21, 2023, Plaintiff filed a Complaint against Defendant for civil penalties under
24 the California Private Attorneys General Act of 2004 in the Superior Court for the State of California,
25 County of San Diego, Case No. 37-2023-00036201-CU-OE-CTL (“PAGA Action” or, as defined below,
26 “the Action”). The PAGA Action sought civil penalties based on the violations alleged in the Federal
27 Court Action (except for failure to pay overtime wages in violation of the FLSA).

28 4. Defendant denies all material allegations set forth in the Federal Court and PAGA

1 Actions. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and
2 finally settle the Federal Court and PAGA Actions and the Released Claims.

3 5. Class Counsel in the Action diligently investigated the claims of the proposed Class
4 Members, PAGA Group Members, and Collective Members against Defendant, including any and all
5 applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of
6 information, data, and documents, and review of Defendant's policies and practices.

7 6. On November 15, 2023, the Parties participated in mediation with Hunter Hughes (the
8 "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the
9 Mediator, reached the settlement that is memorialized herein. At all times, the settlement discussions
10 were conducted at arm's-length. Based on the documents produced, as well as Class Counsel's own
11 independent investigation and evaluation, Class Counsel believe that the settlement with Defendant for
12 the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in
13 the best interest of the Class Members, PAGA Group Members, and Collective Members, in light of all
14 known facts and circumstances, including the risk of significant delay and uncertainty associated with
15 litigation and various defenses asserted by Defendant.

16 7. Following mediation, the Parties stipulated to having Plaintiff dismiss the Federal Court
17 Action, and amend Plaintiff's complaint in the PAGA Action to assert his California class action claims
18 referred to above, as well as his claim for failure to pay overtime wages in violation of the FLSA, in a
19 First Amended Complaint in one consolidated case in the PAGA Action.

20 8. The Parties expressly acknowledge that this Agreement is entered into solely for the
21 purpose of compromising significantly disputed claims and that nothing herein is an admission of
22 liability or wrongdoing by Defendant. If for any reason the Agreement is not approved, it will be of no
23 force or effect, and the Parties shall be returned to their original respective positions.

24 **DEFINITIONS**

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

27 a. "Action" refers to the PAGA Action, which is entitled *Roberto Mendez,*
28 *individually and on behalf of himself and all other others similarly situated and the State of California*

1 *under the Private Attorneys General Act v. Deployed Services LLC, and DOES 1 through 50, inclusive,*
2 Case No. 37-2023-00036201-CU-OE-CTL, pending in the Superior Court for the State of California,
3 County of San Diego. Plaintiff dismissed without prejudice the Federal Court Action, and filed an
4 amended Complaint in the Action adding the class and collective claims Plaintiff previously asserted in
5 the Federal Court Action. Thus, all of the claims asserted in the Federal Court Action and PAGA Action
6 have been combined and alleged in the Action, and resolved by this Settlement.

7 b. “Agreement” or “Settlement” means the settlement and resolution of the Released
8 Claims.

9 c. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
10 Class Counsel’s litigation and resolution of the Actions, and all actual costs incurred and to be incurred
11 by Class Counsel in the Actions, as set forth in Paragraph 10 below.

12 d. “Class Counsel” or “Plaintiff’s Counsel” means Ferraro Vega Employment
13 Lawyers.

14 e. “Class List” means a confidential list containing names, employee ID numbers,
15 last known address, number of workweeks worked during the Class Period, FLSA Period, and PAGA
16 Period, and, Social Security Numbers to facilitate the administration of the Settlement and provided
17 confidentially to the Settlement Administrator.

18 f. “Class Member(s)” means all non-exempt employees who have been employed by
19 Defendant in California at any time during the Class Period.

20 g. “Class Period” means the time period from June 21, 2019, through the date of
21 preliminary approval, or March 15, 2024, whichever is sooner.

22 h. “Class Representative” or “Plaintiff” means Roberto Mendez.

23 i. “Class Settlement Fund” means the Gross Settlement Amount, less the PAGA
24 Fund, FLSA Settlement Fund, court-approved attorneys’ fees and costs, settlement administration costs,
25 and any Enhancement Payment, as may be approved by the Court.

26 j. “Court” means the Superior Court of the State of California for the County of San
27 Diego.

28 k. “Collective Members” or “Collective” means all current and former non-exempt

hourly employees of Deployed Services who worked in the United States of America at any time during the FLSA Period and received overtime payments, and who consent to join the collective action with respect to FLSA claims.

l. “Defendant” means Deployed Services, LLC.

m. “Defendant’s Counsel” means Andrew M. Paley and Coby M. Turner of Seyfarth Shaw LLP.

n. “Effective Date” means the date upon which both of the following have occurred:

(i) final approval of the Settlement is granted by the Superior Court of California, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving the Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court, or U.S. Supreme Court or, (ii) if a petition for review filed, the date of denial of the petition, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

o. “Enhancement Payment” means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the lawsuits on behalf of Class Members, PAGA Group Members, and Collective Members, and in exchange for a general release, as set forth in Paragraph 11 below.

p. “Final Approval” means the determination by the Court that the settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

q. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the settlement should be granted Final Approval.

r. “FLSA Period” means the time period from August 10, 2020, through the date of preliminary approval, or March 15, 2024, whichever is sooner.

s. “FLSA Settlement Fund” means the amount of the Settlement allocated for payment to Settlement Class Members for settlement and release of claims under the FLSA. The FLSA Settlement Fund shall not exceed 66.67% of the Net Settlement Amount. The FLSA Settlement Fund shall be paid out of the Gross Settlement Amount. Any amounts issued out of the FLSA Settlement Fund to Collective Members who do not deposit or otherwise negotiate their settlement check within

one hundred and eighty (180) days shall be retained by Defendant, as no FLSA release will be effectuated as to those individuals.

t. “Gross Settlement Amount” means the amount of two million two hundred seventy-three thousand nine hundred fifty dollars and zero cents (\$2,273,950) that Defendant will pay under the Settlement. The Gross Settlement Amount shall include all payments to Class Members, PAGA Group Members, Settlement Collective Members, Settlement Administrator Costs, attorneys’ fees and costs, the Enhancement Payment for Plaintiff. The Class Settlement Fund, the PAGA Fund, the FLSA Settlement Fund shall all come out of the Gross Settlement Amount. In no event shall Defendant have to contribute monies in excess of the Gross Settlement Amount, except for the employer share of any payroll taxes.

u. “Individual PAGA Payment” means the amount payable to each PAGA Group Member from the 25% portion of the PAGA Fund that is allocated to PAGA Group Members as provided in Paragraph 14(b).

v. “Individual Settlement Payment” means the net payment of each Settlement Class Member or Settlement Collective Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 30 below.

w. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member or Settlement Collective Member may be eligible to receive under the Agreement, to be calculated in accordance with Paragraph 14(a),(c).

x. “LWDA Payment” means the amount that the Parties have agreed to pay, in connection with the PAGA Fund, to the California Labor and Workforce Development Agency (“LWDA”) as set forth in Paragraph 16.

y. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members or Settlement Collective Members, which is the Gross Settlement Amount less the PAGA Fund, court-approved attorneys’ fees and costs, settlement administration costs, and the court-approved Enhancement Payment, if any.

z. “Notice of Objection” means a Settlement Class Member’s valid and timely

1 written objection to the Settlement, which must be in writing and include: (a) the case name and number
2 of the Action; (b) the objector's full name, signature, address, and telephone number, and the last four
3 digits of their Social Security number, (c) a written statement of all grounds for the objection
4 accompanied by any legal support for such objection, (d) copies of any papers, briefs, or other
5 documents upon which the objection is based; and (e) be returned by mail to the Settlement
6 Administrator at the specified address, postmarked on or before the Response Deadline. The date of the
7 postmark on the return mailing envelope on the submission will be the exclusive means to determine
8 whether a Request for Exclusion has been timely submitted. For the avoidance of doubt, only Settlement
9 Class Members have standing to file a Notice of Objection as to the Settlement.

10 aa. "Operative Complaint" means the operative Complaint in the Action, including
11 Plaintiff's anticipated First Amended Complaint adding the class and collective claims Plaintiff presently
12 alleges in the Federal Court Action.

13 bb. "PAGA Fund" means the amount of the Settlement allocated for payment to for
14 settlement and release of claims under the PAGA. The PAGA Fund shall not exceed Forty-Thousand
15 Dollars (\$40,000), unless otherwise ordered by the Court. Class Counsel shall request that the Court
16 approve a payment to the LWDA not to exceed Seventy-Five percent (75%) of the PAGA Fund
17 ("LWDA Payment") and that the remaining Twenty-Five percent (25%) of the PAGA Fund be
18 distributed to the PAGA Group Members ("PAGA Settlement Fund"). The PAGA Fund, including both
19 the LWDA Payment and PAGA Settlement Fund it includes, shall be paid out of the Gross Settlement
20 Amount.

21 cc. "PAGA Group Members" or "PAGA Group" means all non-exempt California
22 employees of Defendant at any time during the PAGA Period.

23 dd. "PAGA Period" means the time period from June 15, 2022, through the date of
24 preliminary approval, or March 15, 2024, whichever is sooner.

25 ee. "PAGA Settlement" means the settlement and resolution of the Released PAGA
26 Claims.

27 ff. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
28 Plaintiff or Defendant.

1 gg. “Preliminary Approval” means entry of the Court’s order granting preliminary
2 approval of the Agreement.

3 hh. “Preliminary Approval Notice” or “Class Notice” means the Notice of Class
4 Action Settlement, substantially in the form attached as “**Exhibit A.**”

5 ii. “Qualifying Workweeks” means any workweek worked during the Class Period,
6 PAGA Period, and/or FLSA Period by Settlement Class Members, PAGA Group Members, or
7 Settlement Collective Members. Partial Qualifying Workweeks will be counted as full Qualifying
8 Workweeks.

9 jj. “Released Claims” means the Released Class Claims, the Released PAGA
10 Claims, and the Released FLSA Claims.

11 kk. “Released Class Claims” means any and all claims that were pled or could have
12 been pled, based on, or which arise out of the facts alleged in the complaint in the Action, arising during
13 the Settlement Period, irrespective of theory of recovery. This includes claims and theories arising under
14 California Labor Code sections 200-204 et seq., 210, 218, 218.5, 218.6, 226 et seq., 226.3, 226.7, 246-
15 248.7 et seq., 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 1199, the applicable IWC
16 Wage Order(s), the California Unfair Competition Law, Business and Professions Code section 17200 et
17 seq., California Code of Civil Procedure section 1021.5, as well as all claims arising under the listed Labor
18 Code statutes based on the primary rights of those statutes, irrespective of the theory of recovery alleged.

19 ll. “Released PAGA Claims” means all claims under the California Private Attorneys
20 General Act of 2004 (“PAGA”) alleged in the Operative Complaint or PAGA claims that could have been
21 alleged based on the facts pertaining to Plaintiff and the PAGA Group Members, arising during the PAGA
22 Period. This includes, but is not limited to PAGA claims based on California Labor Code sections 200-
23 204 et seq., 210, 218, 218.5, 218.6, 226 et seq., 226.3, 226.7, 246-248.7 et seq., 256, 510, 512, 516, 558,
24 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 1199, and the applicable IWC Wage Order(s), as well as all
25 claims arising under the listed Labor Code statutes based on the primary rights of those statutes,
26 irrespective of the theory of recovery alleged. It is understood that PAGA Group Members will not have
27 the opportunity to opt out of, or object, to the Released PAGA Claims. Further, the State of California
28 and PAGA Group Members are bound by the Released PAGA Claims regardless of whether PAGA

1 Group Members cash and/or otherwise negotiate their Individual PAGA Payment.

2 mm. “Released FLSA Claims” means all claims, irrespective of theory of recovery
3 alleged, under the Fair Labor Standards Act, 29 U.S.C. section 201, et seq., including all federal claims
4 for unpaid overtime wages and any and all related claims for liquidated damages, attorneys’ fees, costs,
5 and expenses.

6 nn. “Released Parties” means Defendant and all of its present and former owners,
7 parent companies, subsidiaries, affiliates and joint ventures, including Deployed Resources, and all of any
8 of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers,
9 successors and assigns, and any other persons acting by through, under or in concert with any of them.

10 oo. “Request for Exclusion” means a timely letter submitted by a Class Member
11 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) contain
12 the case name and number of the Action, (b) be signed by the Class Member, (c) contain the full name,
13 address, telephone number, and the last four digits of the Social Security Number of the Class Member
14 requesting exclusion, (d) clearly state that the Class Member does not wish to be included in the
15 Settlement, and (e) be returned by mail to the Settlement Administrator at the specified address,
16 postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope
17 on the submission will be the exclusive means to determine whether a Request for Exclusion has been
18 timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed
19 a Settlement Class Member and will be bound by all terms of the Agreement if the Settlement is granted
20 Final Approval by the Court.

21 pp. “Response Deadline” means the deadline by which Class Members must submit a
22 Request for Exclusion, Notice of Objection, and/or dispute of the Qualifying Workweeks credited to
23 them, which shall be the date that is forty-five (45) calendar days from the initial mailing of the
24 Preliminary Approval Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or
25 Federal holiday, in which case the Response Deadline will be extended to the next day on which the
26 U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between
27 Class Counsel and Defendant’s Counsel. Under no circumstances, however, will the Settlement
28 Administrator have the authority to extend the Response Deadline. In the event that a Preliminary

Approval Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days.

qq. “Settlement Administrator” means a Settlement Administrator mutually selected by the Parties that will administer this settlement, and will issue to Settlement Class Members forms W-2 (for wage payments) and forms 1099 (for penalties and interest) for all amounts paid under this settlement, making all deductions and withholdings required under law.

rr. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this settlement, as set forth in Paragraph 12 below.

ss. “Settlement Class Members” means all Class Members who do not timely and properly opt out of the settlement provided for in this settlement with respect to the California state law claims.

tt. “Settlement Collective Members” means all Collective Members who opt into the collective action with respect to claims under FLSA.

CLASS CERTIFICATION

10. The Parties stipulate and agree to certification of the Class and Collective, for purposes of this Settlement only. This Agreement is subject to approval by the Court and is made for the sole purpose of consummating settlement of the Action. Should the Settlement not become final and effective as provided herein, class and collective certification shall immediately be set aside and the Class and Collective immediately decertified, subject to further proceedings on the motion of any party to certify or deny certification thereafter. The Parties’ willingness to stipulate to class and collective certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class or collective should be certified in any other lawsuit.

TERMS OF AGREEMENT

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

1 11. Funding of the Gross Settlement Amount. Defendant shall send to the Settlement
2 Administrator within fourteen days after the Effective Date funds equal to the Gross Settlement Amount,
3 less amounts attributable to any Individual Settlement Payment out of the Net Settlement Amount as to
4 any Class Member who timely opts-out of the settlement, plus the employer's portion of payroll taxes
5 attributable to the amounts allocated to settlement of disputed wage claims.

6 12. Administration of the Settlement. The Settlement Administrator will be selected by the
7 Parties. The Settlement Administrator will administer this Settlement, and will issue to Settlement Class
8 Members, Settlement Collective Members, and PAGA Group Members forms W-2 (for wage payments)
9 and/or forms 1099 (for penalties and interest) for all amounts paid under this Settlement consistent with
10 the terms specified herein, making all deductions and withholdings required under law. The Settlement
11 Administrator shall furnish its own Employer ID Number and calculate all settlement checks and payroll
12 deductions and withholdings required under law, based on information that will be confidentially
13 furnished by Defendant. The Settlement Administrator also will establish a Qualified Settlement Fund
14 pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the Settlement.
15 To the extent required by law, the Settlement Administrator will report payments made under Settlement
16 Agreement to the appropriate tax authorities. The Settlement Administrator will also issue a Court-
17 approved payment to itself for services performed in connection with the Settlement.

18 Defendant will give the Settlement Administrator the Class List to facilitate the administration of
19 the Settlement. The Settlement Administrator shall not share the information with any third party or
20 counsel for Plaintiff. The cost of the administration will be paid out of the Gross Settlement Amount. Any
21 amount of Settlement Administration Costs not approved by the Court shall be allocated to the Class
22 Settlement Fund.

23 13. Attorneys' Fees and Costs. Class Counsel will request, and Defendant will not oppose,
24 that the Court approve an award of attorneys' fees in an amount not to exceed one-third of the Gross
25 Settlement Amount (i.e., \$757,983.33) plus costs in an amount not to exceed \$35,000.00, associated with
26 Class Counsel's litigation and settlement of the Action, both of which will be paid from the Gross
27 Settlement Amount subject to Court approval. These amounts will cover any and all work performed
28 and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including

1 without limitation all work performed and costs incurred to date, and all work to be performed and all
2 costs to be incurred in connection with obtaining the Court's approval of this Agreement, including any
3 objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and
4 legally responsible for correctly characterizing this compensation for tax purposes and for paying any
5 taxes on the amounts received. Any portion of the Attorneys' Fees and Costs not awarded to Class
6 Counsel shall be a part of the Class Settlement Fund for the benefit of Settlement Class Members.

7 The Court's approval of fees and costs requested by Class Counsel is not a material term of the
8 Settlement. If the Court does not approve or approves only a lesser amount than that requested by Class
9 Counsel for attorneys' fees or costs, the other terms of the Settlement shall still apply. The Court's refusal
10 to approve the attorneys' fees or costs award requested by Class Counsel does not give Plaintiff or Class
11 Counsel any basis to abrogate the Settlement.

12 14. Enhancement Payment. Defendant agrees not to oppose or impede any application or
13 motion for Enhancement Payment in an amount up to ten thousand dollars (\$10,000.00) to Plaintiff. The
14 Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval,
15 will be in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment (if
16 applicable) that are to be paid pursuant to the settlement. The Parties agree that, for purposes of this
17 settlement, 100% of the Enhancement Payment will be allocated to 1099 income. The Settlement
18 Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall
19 be solely and legally responsible for correctly characterizing this compensation for tax purposes and for
20 paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendant harmless
21 from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment.
22 Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set
23 forth above, the difference between the lesser amounts approved by the Court and the amounts allocated
24 toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement
25 Class Members.

26 The Court's approval of an Enhancement Payment is not a material term of the Settlement. If the
27 Court does not approve or approves only a lesser amount than that requested by Plaintiff for an
28 Enhancement Payment, the other terms of the Settlement shall still apply. The Court's refusal to approve

the Enhancement Payment requested by Plaintiff does not give any basis to abrogate the Settlement.

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Forty-Five Thousand Dollars (\$45,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Preliminary Approval Notices and FLSA Settlement Approval Notices and other documents for this Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Amount.

16. Labor and Workforce Development Agency Payment. Subject to approval by the Court, the Parties agree that the amount of forty thousand dollars (\$40,000.00) from the Gross Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Fund), of which seventy-five percent (75%), or \$30,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$10,000 (i.e., the PAGA Settlement Fund), will be distributed to PAGA Group Members.

17. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members and PAGA Group Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount and PAGA Settlement Fund, respectively. Individual Settlement Shares and Individual PAGA Payment will be calculated and apportioned as follows:

a. The pro rata portion of the Class Settlement Fund shall be determined by dividing the total number of Qualifying Workweeks worked during the Class Period into the Class Settlement Fund to arrive at a value per Qualifying Workweek for each eligible Settlement Class Member. The

value per Qualifying Workweek shall be multiplied by the number of Qualifying Workweeks worked by each Settlement Class Member during the Class Period. Partial Qualifying Workweeks will be counted as full Qualifying Workweeks.

b. The pro rata portion of the FLSA Settlement Fund shall be determined by dividing the total number of Qualifying Workweeks worked during the FLSA Period into the FLSA Settlement Fund to arrive at a value per Qualifying Workweek for each eligible Collective Member. The value per Qualifying Workweek shall be multiplied by the number of Qualifying Workweeks worked by each Collective Member during the FLSA Period. Partial Qualifying Workweeks will be counted as full Qualifying Workweeks.

c. Individual PAGA Payment: The pro rata portion of the PAGA Settlement Fund shall be determined by dividing the total number of Qualifying Workweeks worked during the PAGA Settlement Period into the PAGA Settlement Fund to arrive at a value per Qualifying Workweek for each eligible PAGA Group Member. The value per Qualifying Workweek shall be multiplied by the number of Qualifying Workweeks worked by each PAGA Group Member during the PAGA Settlement Period. Partial Qualifying Workweeks will be counted as full Qualifying Workweeks.

18. Settlement Awards Do Not Trigger Additional Benefits. The payments made pursuant to this settlement shall not have any effect on the eligibility or calculation of any employee benefits provided by Defendant or any benefits plan. The Parties agree these payments do not represent any modification of any employee's previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy. These payments also will not be considered wages, compensation, or annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan or other program or policy.

19. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

20. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database

1 or any other similar services available, such as provided by Experian, for information to update and
2 correct for any known or identifiable address changes, and will mail a Preliminary Approval Notice in
3 English and Spanish (in the form attached as **Exhibit A** to this Agreement, along with a separate copy
4 translated into Spanish) to all Class Members and the FLSA Notice (in the form attached as **Exhibit B**
5 to this Agreement, along with a separate copy translated into Spanish) via First-Class U.S. Mail, using
6 the most current, known mailing addresses identified by the Settlement Administrator. The Preliminary
7 Approval Notice will list the Class and/or Collective Member's Qualifying Workweeks and contain an
8 estimate of their Individual Settlement Share.

9 b. With respect to Preliminary Approval Notices that are returned as undeliverable
10 on or before the Response Deadline, the Settlement Administrator will search for an alternate address by
11 way of skip-trace and re-mail the Preliminary Approval Notice within five (5) calendar days.

12 21. Dispute Regarding Workweeks. Class and Collective Members will have an opportunity
13 to dispute the number of Qualifying Workweeks to which they have been credited, as reflected in their
14 respective Preliminary Approval Notices. In order to dispute Qualifying Workweeks, Class and
15 Collective Members must submit a written letter to the Settlement Administrator that: (a) contains the
16 case name and number of the Action, (b) is signed by the Class or Collective Member, (c) contains the
17 full name, address, telephone number, and the last four digits of the Social Security Number of the
18 disputing Class or Collective Member, (d) clearly states that the Class or Collective Member disputes
19 the number of Qualifying Workweeks credited to them and what they contend is the correct number to
20 be credited to them, (e) includes information and/or attaches documentation demonstrating that the
21 number of Qualifying Workweeks that they contend should be credited to them are correct, and (f) is
22 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
23 Response Deadline. The date of the postmark on the return mailing envelope on the submission will be
24 the exclusive means to determine whether a dispute has been timely submitted. Absent evidence
25 rebutting the accuracy of Defendant's records and data as they pertain to the number of Qualifying
26 Workweeks to be credited to a disputing Class or Collective Member, Defendant's records will be
27 presumed correct and determinative of the dispute. However, if a Class or Collective Member produces
28 information and/or documents to the contrary, the Settlement Administrator will evaluate the materials

submitted by the Class or Collective Member and the Settlement Administrator will resolve and determine the number of eligible Qualifying Workweeks that the disputing Class or Collective Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

22. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payment in accordance with this Agreement. The Settlement Administrator will send out all required payments within fourteen days of the funding of the Settlement. All settlement checks mailed out will expire after one hundred eighty (180) days. However, ninety (90) days after first distributing settlement checks, the Settlement Administrator shall distribute reminder postcards via U.S. Mail to all Collective Members, all Settlement Class Members who did not timely opt-out of the settlement, and all PAGA Group Members, who have yet to deposit or otherwise negotiate their settlement checks, reminding them of the deadline to do so.

The sum value of all expired checks will be tallied by the Settlement Administrator. All such uncollected funds associated with Settlement Class Members and PAGA Group Members' checks will escheat to the State of California's Controller, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment and Individual PAGA Payment checks. Settlement Class Members whose checks are cancelled shall, nevertheless, be bound by this Agreement. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384. Checks sent to Collective Members for their portion of the FLSA Settlement Fund that are not cashed, deposited, or otherwise negotiated within 180 days after mailing, shall be cancelled, and the amounts returned to Defendant.

23. Procedure for Requesting Exclusion from the Settlement. Any Class Member wishing to be excluded from the Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely

submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Settlement. Individuals who opt-out of the Settlement shall also have their settlement allocation amount from the Net Settlement Amount retained by Defendant, as they shall have no Released Class Claims. Any Class Member who validly requests to be excluded from the Settlement will not be a Settlement Class Member and will not have any right to object, appeal, or comment on the Settlement; however, if the Class Member worked during the PAGA Period, they will remain a PAGA Group Member, will receive an Individual PAGA Payment, and will be bound by the PAGA Settlement and Released PAGA Claims.

24. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class Member who does not affirmatively request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Agreement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement.

25. PAGA Group Members. PAGA Group Members will not be able to opt out of settlement of the PAGA claims and release of PAGA claims. The settlement notice to PAGA Group Members will inform them of the amount they will receive for their PAGA claims and that they will not be able to opt out of the settlement and release of the PAGA claims. For PAGA Group Members who are also Settlement Class Members and who did not opt out of the Settlement, their settlement payments shall be combined on a single check.

26. Opt-In Procedure for Collective Members. Each Collective Member's share from the FLSA Settlement Fund will be issued in a check separate from the payments to Settlement Class Members and PAGA Group Members, as a result, some individuals may ultimately receive more than one settlement check. Opt-in and release language regarding the release of the FLSA claim will be printed on the FLSA settlement checks, with instructions that cashing such check constitutes consent under the FLSA to opt into the collective action. The language to be included will be substantially similar to the following:

1 “My endorsing, cashing, depositing, or otherwise negotiating of this check constitutes my
2 consent to join the lawsuit entitled *Mendez v. Deployed Services, LLC*, pending in the
3 Superior Court of the State of California for the County of San Diego, Case No. 37-2023-
00036201-CU-OE-CTL, pursuant to the provisions of the Fair Labor Standards Act
4 (“FLSA”), 29 U.S.C. Section 216(b).”

5 27. Procedures for Objecting to the Settlement. To object to the Settlement, Collective
6 Members or Class Members who have not opted out of the Settlement (i.e., Settlement Class Members)
7 must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or
8 before the Response Deadline. If a Collective Member submits a Notice of Objection, they will be
9 deemed to have opted-in to the FLSA Settlement whether or not they ultimately cash, deposit or other
10 negotiate their check for their portion of the FLSA Settlement Fund. The Notice of Objection must be
11 signed by the Settlement Class Member or Settlement Collective Member and contain all information
12 required by this Agreement. The postmark date will be deemed the exclusive means for determining
13 that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit
14 or otherwise encourage Settlement Class Members or Settlement Collective Member to object to the
15 Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members and
16 Settlement Collective Members may also present their objection at the Final Approval Hearing.

17 28. Reports by the Settlement Administrator Regarding Settlement Administration. The
18 Settlement Administrator will provide Defendant’s Counsel and Class Counsel a weekly report which
19 certifies: (a) the number of Class Members who have submitted a dispute of Qualifying Workweeks
20 (including providing those disputes); (b) the number of Class Members who have submitted timely and
21 valid Requests for Exclusion or timely and complete Notices of Objection (including providing those
22 Requests for Exclusion and Notices of Objection; and (c) the number of undeliverable and re-mailed
23 Preliminary Approval Notices. Additionally, the Settlement Administrator will provide to counsel for
24 both Parties any updated reports regarding the administration of the Agreement as needed or requested,
25 and immediately notify the Parties when it receives a request from an individual or any other entity
26 regarding inclusion in the Class and/or Settlement.

27 29. Certification of Completion. Upon completion of administration of the Settlement, the
28 Settlement Administrator will provide a written declaration under oath to certify such completion to the
Court and counsel for all Parties.

1 30. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
2 allocated as follows: 50% to wages and 50% to penalties and interest. The portion allocated to wages
3 will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported
4 on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the
5 employee's share of taxes and withholdings with respect to the wages portion of the Individual
6 Settlement Shares, and issue checks to Settlement Class Members and Collective Members for their
7 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
8 withholdings). Any payment for an Individual PAGA Payment will be allocated as penalties, will not
9 be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The
10 employer's share of taxes and contributions on the wages portion of any distribution from the Net
11 Settlement Amount will be paid separately and in addition to the Gross Settlement Amount.

12 31. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
13 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Group Members,
14 Settlement Collective Members, and Class Counsel any W-2, 1099, or other tax forms as may be
15 required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator will also
16 be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate
17 government authorities.

18 32. Tax Liability. No opinion regarding the tax consequences of this Settlement to any
19 individual Class Member is being given, or will be given, by Defendant, counsel for Defendant, any other
20 Releasee, or Class Counsel. Class Members must consult their own tax advisors regarding the tax
21 consequences of this Settlement, including but not limited to any payments provided or tax reporting
22 obligations. Defendant, the Releasees, counsel for Defendant, and Class Counsel shall have no liability or
23 responsibility whatsoever for any tax consequences resulting from payments made pursuant to the
24 Settlement.

25 33. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
26 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
27 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
28 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN

1 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
2 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH
3 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
4 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
5 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
6 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
7 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
8 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
9 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
10 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
11 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
12 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
13 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
14 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
15 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
16 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
17 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
18 BY THIS AGREEMENT.

19 34. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
20 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
21 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
22 of action or right herein released and discharged.

23 35. Release of Claims by Settlement Class Members, PAGA Group Members, and Settlement
24 Collective Members. Upon the Effective Date and distribution of Individual Settlement Payments,
25 Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e.,
26 Settlement Class Members), will be deemed to have fully, finally and forever released, settled,
27 compromised, relinquished, and discharged the Released Parties of all Released Class Claims during the
28 Class Period, except as to the right to enforce the terms and conditions of this settlement. Additionally,

upon the Effective Date and distribution of Individual Settlement Payments, Plaintiff and each Settlement Collective Member who timely participates in the settlement by objecting to the Settlement or timely cashing, depositing, or otherwise negotiating their the check for their portion of the FLSA Settlement Fund will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released FLSA Claims during the FLSA Period, except as to the right to enforce the terms and conditions of this settlement. Finally, upon the Effective Date and distribution of Individual PAGA Payments, the State of California, Plaintiff and all PAGA Group Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims during the PAGA Period, except as to the right to enforce the terms and conditions of this settlement.

36. General Release of Claims by Plaintiff. In addition, upon the Effective Date and in exchange for receiving and accepting an Enhancement Payment, Plaintiff will be deemed to have fully released and discharged the Released Parties of and from all claims arising from his employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefits Protection Act (“OWBPA”), Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR

1 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
2 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
3 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
5 known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully
6 and release all claims he now has against the Released Parties, whether known or unknown, suspected or
7 unsuspected. The Enhancement Payment will be paid to Plaintiff specifically in exchange for the general
8 release of the Released Parties from all claims, including those specified in this paragraph and a covenant
9 not to sue the Released Parties with respect to the claims released herein. Notwithstanding the above, the
10 general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for
unemployment benefits, or other claims that may not be released by law.

11 37. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

12 Upon execution of this Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's Motion
13 for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will be responsible for
14 drafting and submit this Agreement to the Court in support of said motion. Class Counsel will be
15 responsible for notifying the LWDA of the terms of the Settlement Agreement as it relates to the
16 proposed settlement of the PAGA claims. Class Counsel will provide Defendant's Counsel a draft of the
17 Preliminary Approval Motion at least five (5) business days before the filing deadline. Defendant agrees
18 not to oppose the Motion for Preliminary Approval of the Settlement consistent with this Agreement.
19 Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which
20 shall be mutually agreed upon by the Parties, seeking the following:

- 21 a. Conditionally certifying the Class and Collective for settlement purposes only;
- 22 b. Granting Preliminary Approval of the Settlement;
- 23 c. Preliminarily appointing Plaintiff as representative of the Class and Collective;
- 24 d. Preliminarily appointing Plaintiff's Counsel as counsel for the Class and
25 Collective;
- 26 e. Approving, as to form and content, the mutually-agreed upon and proposed
27 Preliminary Approval Notice and directing their mailing to the Class and Collective by first class mail;
- 28 f. Approving the manner and method for Class Members to request exclusion from

the Settlement as contained herein and within the Preliminary Approval Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members, Collective Members, and PAGA Group Members.

38. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) the LWDA Payment; (c) Individual PAGA Payments; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the Final Approval Motion at least five (5) business days before the filing deadline. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class Members, PAGA Group Members, and Collective Members;

c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

d. Approval of the application for Enhancement Payment to Plaintiff;

e. Directing Defendant to fund all amounts due under the Agreement and ordered by the Court; and

f. Entering judgment in the Action barring and enjoining all Settlement Class Members and Settlement Collective Members from prosecuting the Released Class Claims and Released FLSA Claims, respectively, and the State of California PAGA Group Members from prosecuting the Released PAGA Claims, against any of the Released Parties, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Agreement, to ensure the continuing

1 implementation of the provisions of this Settlement.

2 39. Termination or Revocation of Settlement.

3 a. Notwithstanding any other provision of this Agreement, Defendant shall retain the
4 right, in the exercise of its sole discretion, to nullify the settlement within fifteen (15) calendar days after
5 expiration of the opt out period if ten percent (10%) or more of the Class Members opt out of this
6 settlement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel
7 within fifteen (15) calendar days of the Response Deadline.

8 b. If the Court finds the Gross Settlement Amount to be insufficient to warrant
9 Preliminary Approval or Final Approval of the Settlement, Defendant may, at its election, rescind the
10 Agreement and all actions taken in furtherance of it will thereby be null and void.

11 40. Effects of Termination of the Settlement. Termination of the Agreement shall have the
12 following effects:

13 a. The Agreement shall be void and shall have no force or effect, and no Party shall
14 be bound by any of its terms;

15 b. In the event the Agreement is terminated, Defendant shall have no obligation to
16 make any payments to any Party, Class Member, Collective Member LWDA, PAGA Group Member, or
17 attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up
18 to the date the Settlement Administrator is notified that the Settlement has been terminated;

19 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
20 any order certifying the Class and Collective, shall be vacated;

21 d. Defendant shall have the right to remove Plaintiff's FLSA claims to an
22 appropriate federal court, and the parties agree that a Termination of the Agreement constitutes an "other
23 paper" under 28 U.S.C. § 1446 that puts the parties on notice that this Action is removable;

24 e. The Agreement and all negotiations, statements and proceedings relating thereto
25 shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective
26 positions in the Actions prior to the execution of the Memorandum of Understanding;

27 f. Neither this Agreement, nor any ancillary documents, actions, statements or filings
28 in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible

1 or offered into evidence in the Actions or any other action for any purpose whatsoever; and

2 g. Any documents generated to bring the Settlement into effect, will be null and
3 void, and any order or judgment entered by the Court in furtherance of this Agreement will likewise be
4 treated as void from the beginning.

5 41. Pro Rata Increase. The Parties agree that the total amount of workweeks discussed during
6 mediation upon which the settlement amount is based, was 17,610 unique workweeks for Class
7 Members and for non-CA Collective Members is 151,460 (169,070 total unique workweeks). If the
8 number of unique Qualifying Workweeks at issue for the Class and Collective Members is more than
9 ten percent (10%) of the represented number of unique Qualifying Workweeks (i.e., exceeds 185,977
10 unique workweeks), Defendant will have the option to either pay a proportional amount in addition to
11 the Gross Settlement Amount for each additional such unique workweeks that exceeds the 10% above
12 total unique workweeks (i.e. if the total workweeks is 112% of the estimated total Defendant shall have
13 the option to increase the GSA by 2%), or to stop the Class and Collective Period at the point at which
14 the number of total unique workweeks is not more than 10% above 169,070 total unique workweeks
15 (i.e., exceeds 185,977 unique workweeks), so long as that cut-off date is on or after Nov. 15, 2023.

16 42. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will
17 have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6
18 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
19 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
20 judgment matters as may be appropriate under court rules or as set forth in this Agreement. The Parties
21 agree to adopt and apply Rule 3.769(h) of the California Rules of Court requiring entry of judgment.

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

25 44. No Undue Publicity. Neither Party nor their counsel shall publicize, or cause to be
26 publicized, directly or indirectly, the discussions resulting in or the existence of this Settlement or its
27 terms, in any type of mass media, including, but not limited to, speeches, press conferences, press releases,
28 interviews, television or radio broadcasts, newspapers, messages on the Internet, Facebook, Twitter or any

1 other social media, the Parties' counsels' or any other website. Breach of this provision by Plaintiff or
2 Class Counsel shall entitle Defendant, in the exercise of its sole discretion, to nullify the Settlement at any
3 time before final approval by the Court. Should Plaintiff at any time breach this provision, Plaintiff shall
4 forfeit to Defendant the full amount of the Enhancement Payment. Without limitation by the foregoing,
5 Defendant also may enforce this provision through an action for injunctive relief. Plaintiff waives any
6 obligation by Defendant to file a bond in connection with any such action. Breach of this provision by
7 Defendant or its counsel shall sever this Paragraph rendering this Paragraph null and void, while the rest
8 of this Settlement shall survive and remain in full force and effect. Nothing in this Paragraph shall prohibit
9 Class Counsel from referring to this litigation and this settlement in court filings. Likewise, nothing in this
10 Paragraph shall prohibit Class Counsel from speaking with Plaintiff, Class Members, PAGA Group
11 Members, and/or Collective Members about this Settlement to the fullest extent necessary to meet their
12 ethical obligations as Class Counsel.

13 45. Disputes. Any disputes arising out of or relating to this Settlement will be submitted first
14 to the Mediator for mediation. The Parties will split the costs of the mediator and all Parties will bear their
15 own attorneys' fees and other costs incurred.

16 46. Entire Agreement. This Agreement and any attached exhibits constitute the entirety of
17 the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
18 deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and
19 California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed
20 according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree
21 that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms
22 of this Agreement.

23 47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
24 Action (including with respect to California Code of Civil Procedure section 583.310), except such
25 proceedings necessary to implement and complete the Agreement, pending the Final Approval Hearing
26 to be conducted by the Court.

27 48. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
28 this Agreement except by written agreement signed by counsel for all Parties, and subject to any

necessary Court approval. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

49. Authorization to Enter into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

50. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Preliminary Approval Notice will advise all Class Members of the binding nature of the release as to the Settlement Class Members, and the release shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

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

52. California Law Governs. All terms of this Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

53. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts, including via electronic means. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

54. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented

1 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
2 fairness and reasonableness of this Agreement.

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

6 56. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Agreement and,
7 by signing this Agreement, is hereby bound by the terms herein.

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

21 58. Captions. The captions and paragraph numbers in this Agreement are inserted for the
22 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
23 provisions of this Agreement.

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

60. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

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

62. Notices. All notices, demands, and other communications to be provided concerning this Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Nicholas J. Ferraro
Lauren N. Vega
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax

To Defendant:

Coby M. Turner
SEYFARTH SHAW LLP
400 Capitol Mall, Suite 2300
Sacramento, California 95814

Andrew M. Paley
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067

63. Final Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Judgment on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

65. Integration Clause. This Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous

1 agreements, understandings, representations, and statements, whether oral or written and whether by a
2 Party or such Party's legal counsel, are merged herein. Upon execution and entry of the Final Approval
3 Order and Judgment, all prior writings are null and void. No rights hereunder may be waived except in
4 writing.

5 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
6 Stipulation of Class Action, Representative Action and Collective Action Settlement between Plaintiff
7 and Defendant:

8 **IT IS SO AGREED.**

9 **PLAINTIFF ROBERTO MENDEZ**

10 Dated: 03/06/2024, 2024

Roberto Mendez

11 Roberto Mendez

12 **DEFENDANT DEPLOYED SERVICES, LLC**

13 Dated: 3/4/2024

Christopher Sullivan

14 Full Name: Christopher Sullivan

15 Title: Chief Legal Officer

16 On behalf of Deployed Services, LLC

1 **APPROVED AS TO FORM**

2
3
4 Dated: March 6, 2024

Ferraro Vega Employment Lawyers, Inc.

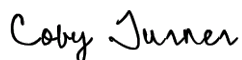


Nicholas J. Ferraro, Esq.

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