

1 This Amended Joint Stipulation of Class and Representative Action Settlement (“Settlement
2 Agreement,” “Settlement,” or “Agreement”) is made and entered into by and between Plaintiff Jason
3 White (“Plaintiff”), as an individual and on behalf of all others similarly situated and all aggrieved
4 employees, and FPR II LLC dba Leadpoint Business Services (the “Defendant”) (together with
5 Plaintiff, the “Parties”).

6 This Settlement Agreement shall be binding on Plaintiff, Class Members, and PAGA
7 Settlement Employees (as defined herein) and on Defendant, subject to the terms and conditions hereof
8 and the approval of the Court.

9 A. RECITALS

10 1. On August 24, 2023, Plaintiff filed a letter with the California Labor and Workforce
11 Development Agency (“LWDA”) alleging claims against Defendant for violations of Labor Code §§
12 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194,
13 1194.2, 1197.1, 1199, 29 C.F.R. § 785.48, DLSE Manual, §§ 47.1, 47.2, and all applicable Industrial
14 Welfare Commission Wage Orders (“Wage Order”), including Wage Order No. 4.

15 2. On August 30, 2023, Plaintiff commenced a putative class action against Defendant
16 entitled *Jason White v. FCC Environmental Services, LLC et al.*, in the Superior Court of the State of
17 California, County of Sacramento, Case No. 23CV007753 (the “Class Action”). The Class Action
18 alleges claims for: (1) Failure to Pay All Minimum Wages; (2) Failure to Pay All Overtime Wages; (3)
19 Meal Period Violations; (4) Rest Period Violations; (5) Failure to Pay All Sick Time; (6) Wage
20 Statement Violations; (7) Waiting Time Penalties; and (8) Unfair Competition.

21 3. On August 24, 2023, Plaintiff filed an amended letter with the LWDA alleging claims
22 against Defendant for violations of Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3,
23 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1194.2, 1197.1, 1199, 29 C.F.R. § 785.48, DLSE
24 Manual, §§ 47.1, 47.2, and all applicable Industrial Welfare Commission Wage Orders (“Wage
25 Order”), including Wage Order No. 4.

26 4. On February 13, 2025, the Parties participated in a mediation with Marc Feder, Esq.
27 (the “Mediator”), a respected mediator with extensive experience resolving complex wage and hour
28 class and PAGA actions. With the assistance of the Mediator, the Parties engaged in thorough and

1 continued settlement negotiations and ultimately accepted the Mediator's proposal to resolve
2 Plaintiff's class and PAGA claims in their entirety. That same day, the Parties executed a detailed
3 memorandum of understanding, which is further memorialized in this Agreement..

4 **5.** For the purposes of settlement only, the Parties stipulate and agree:

- 5 a. Plaintiff will file an amended complaint in the Class Action to add claims pursuant to
6 PAGA, as set forth in the letters submitted by Plaintiff and his Counsel to the LWDA,
7 which includes, but is not limited to, adding the following claims: Labor Code §§ 201-
8 203, 204, 210, 221, 226(a), 226.3, 226.7, 227.3, 246, 246(a-b), 246(l)(1), 246 (l)(2),
9 246(i), 510, 512, 516, 1174, 1174.4, 1194, 1194.2, 1197.1, 1199, 2698 *et. seq.* 2699.3,
10 2699(f)(2), 2699(g)(1); 29 CFR §§ 778.110 and 778.111; and all applicable Industrial
11 Welfare Commission Wage Orders, specifically Wage Order No. 4.
12 b. On March 12, 2025, the Court dismissed Defendants *FCC Environmental Services,*
13 *LLC and Environmental Services California, LLC* (FCC Defendants) without
14 prejudice.

15 **6.** The settlement discussions were conducted at arm's-length, and the settlement is the
16 result of an informed and detailed analysis of Defendant's potential liability and total exposure in
17 relation to the costs and risks associated with continued litigation.

18 **7.** Defendant expressly denies any liability or wrongdoing of any kind associated with the
19 claims alleged in the Class Action and PAGA Action (collectively, the "Actions") and those released
20 as part of this settlement of the Actions. Defendant further denies all material allegations set forth in
21 the Actions and have asserted numerous affirmative defenses. Defendant maintains, among other
22 things, that it is has complied with federal and California law in all respects. Nothing in this Settlement
23 Agreement shall be construed or deemed an admission of liability, culpability, negligence, or
24 wrongdoing on the part of Defendant. Notwithstanding, in the interest of avoiding further litigation,
25 Defendant's desire to fully and finally settle the Action, the Released Class Claims, and the Released
26 PAGA Claims, as defined below.

27 **8.** Counsel for Plaintiff has diligently investigated the claims alleged in the Actions,
28 including any and all applicable defenses and the applicable law. The investigation included, *inter alia*,

1 the exchange of information, data, and documents and review of relevant policies and practices. Based
2 on the documents produced, as well as counsel for Plaintiff's own independent investigation and
3 evaluation, counsel believes that the settlement with Defendant for the consideration and on the terms
4 set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
5 alleged putative class in light of all known facts and circumstances, including the risk of significant
6 delay and uncertainty associated with litigation and various defenses asserted by Defendant.

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

12 **B. DEFINITIONS**

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

15 **1.** "Class Action" means *Jason White v. FCC Environmental Services, LLC et al.*, filed in
16 Sacramento Superior Court, Case No. Case No. 23CV007753, which will be amended to add claims
17 pursuant to PAGA in accordance with the terms of this Agreement.

18 **2.** "Class" or "Class Member(s)" means all current and former non-exempt employees of
19 Defendant FPR II LLC dba Leadpoint Business Services who worked for Leadpoint in California
20 January 26, 2024, through the date of Preliminary Approval, subject to Paragraph C.10.

21 **3.** "Class Counsel" or "Plaintiff's Counsel" means Mehrdad Bokhour of Bokhour Law
22 Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C.

23 **4.** "Class Counsel Award" mean such award of fees and costs and expenses as the Court
24 may authorize to be paid to Class Counsel for the services they have rendered and will render to
25 Plaintiff and the Class in the Class Action. Defendant agrees not to oppose a Class Counsel Award of
26 up to one-third (1/3) of the Gross Settlement Amount, *i.e.*, the sum of One Hundred Sixteen Thousand
27 Six Hundred Sixty-Seven Dollars and Zero Cents (\$116,666.67) (rounded up to the nearest dollar),
28 and costs in the amount of up to Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court

1 finally approving this Settlement.

2 **5.** “Class Data” means a complete list of all Class Members that Defendant will diligently
3 and in good faith compile from its records and provide to the Settlement Administrator *only* within
4 fifteen (15) business days after Preliminary Approval. The Class Data will be password protected and
5 formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s (1)
6 full name; (2) last known home address; (3) last known telephone number; (4) Social Security number;
7 (5) total number of workweeks worked during the Class Period and PAGA Period; and (6) any other
8 information required by the Settlement Administrator in order to effectuate the terms of the Settlement.
9 The Class Data will only be provided to the Settlement Administrator and will be treated as
10 confidential by the Settlement Administrator. The Class Data will not be disclosed to anyone, except
11 as may be required to applicable tax authorities, pursuant to Defendant’s express written consent, by
12 order of the Court, or to carry out the reasonable steps described in this Settlement to locate missing
13 Class Members.

14 **6.** “Class Notice” means the Notice of Class Action Settlement.

15 **7.** “Class Period” means the time period commencing on January 26, 2024, through the
16 date of Preliminary Approval, subject to Paragraph C.10.

17 **8.** “Class Representative” or “Plaintiff” means Jason White.

18 **9.** “Complaints” refers to the Complaint and Amended Complaint filed on August 30,
19 2023, and April 21, 2025, in *Jason White v. FCC Environmental Services, LLC et al.*, filed in
20 Sacramento Superior Court, Case No. Case No. 23CV007753.

21 **10.** “Court” means the Superior Court of the State of California for the County of
22 Sacramento.

23 **11.** “Defendant” means Defendant FPR II LLC dba Leadpoint Business Services.

24 **12.** “Defendant’s Counsel” or “Defense Counsel” means Chad D. Greeson and Nicholas
25 Gioiello of Littler Mendelson, P.C.

26 **13.** “Effective Date” shall mean the later of the following events: five (5) calendar days
27 after the period for the filing any appeal, writ, or other appellate proceeding opposing Final Approval
28 and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed,

1 *i.e.*, 65 days from the date the Court grants final approval and enters judgment; or (b) if any appeal,
2 write, or other appellate proceeding opposing Final Approval has been filed within that timeframe,
3 five (5) business days after any appeal, write, or other appellate proceedings opposing the Settlement
4 has finally and conclusively been dismissed with no right to pursue further remedies or relief.

5 **14.** “Final Approval” means the determination by the Court that the Settlement is fair,
6 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

7 **15.** “Final Approval Hearing” means the hearing at which the Court will consider and
8 determine whether the Settlement should be granted Final Approval.

9 **16.** “Gross Settlement Amount” means the amount of Three Hundred Fifty Thousand
10 Dollars and Zero Cents (\$350,000) to be paid by Defendant in full resolution of all Released Class
11 Claims, Released PAGA Claims, and the Actions. The Gross Settlement Amount includes all
12 Individual Settlement Payments to Participating Class Members, the Service Award to Plaintiff,
13 Settlement Administration Costs to the Settlement Administrator, the PAGA Payment, and Class
14 Counsel Award. In no event shall Defendant be required to pay any amounts above this Gross
15 Settlement Amount, with the limited exception that, as to that portion of the payments to Participating
16 Class Members that constitute wages, Defendant will be separately responsible for their respective
17 share of any employer payroll taxes, including the employer FICA, FUTA, and SDI contributions,
18 which shall not be paid from the Gross Settlement Amount. Defendant also agrees that they are bound
19 by the escalation provision Paragraph C.10.

20 **17.** “Individual PAGA Payment” means the amount payable from the Net PAGA Penalties
21 to each PAGA Settlement Employee.

22 **18.** “Individual Settlement Payment” means the amount payable from the Net Settlement
23 Amount to each Participating Class Member.

24 **19.** “Net PAGA Penalties” means twenty-five percent (25%) of the PAGA Payment defined
25 in paragraph 23, below. The Net PAGA Penalties, Thirty-Five Thousand Dollars (\$35,000.00), which
26 shall be distributed to PAGA Settlement Employees.

27 **20.** “Net Settlement Amount” means the balance of the Gross Settlement Amount remaining
28 after deduction of the approved Service Award to Plaintiff, Settlement Administration Costs, PAGA

1 Payment, and Class Counsel Award. The entire Net Settlement Amount is the maximum amount that
2 will be available for distribution to Participating Class Members.

3 **21.** “Notice of Objection” means a Class Member’s valid and timely written objection to
4 the Settlement, which must be in writing and include: (a) the case name and number of the Class
5 Action; (b) the objector’s full name, signature, address, and telephone number, (c) a written statement
6 of all grounds for the objection accompanied by any legal support for such objection, and (d) copies
7 of any papers, briefs, or other documents upon which the objection is based. Any Notice of Objection
8 received shall apply solely to the release of the class claims. There is no right to object to the Released
9 PAGA Claims.

10 **22.** “PAGA” means the California’s Private Attorneys General Act of 2004 (Lab. C. § 2698
11 *et seq.*)

12 **23.** “PAGA Action” means the amended filed on April 21, 2025, in *Jason White v. FCC*
13 *Environmental Services, LLC et al.*, Sacramento Superior Court, Case No. Case No. 23CV007753.

14 **24.** “PAGA Letters” means the letters submitted by Plaintiff to the California Labor
15 Workforce Development Agency (“LWDA”) pursuant to California’s Private Attorneys General Act
16 of 2004 (“PAGA”, Lab. C. § 2698 *et seq.*), dated August 24, 2023, and January 16, 2025.

17 **25.** “PAGA Settlement Employee(s)” means all current and former non-exempt employees
18 of Defendant FPR II LLC dba Leadpoint Business Services who worked for Leadpoint in California
19 at any time during PAGA Period.

20 **26.** “PAGA Payment” means the portion of the Gross Settlement Amount that the Parties
21 have agreed will be allocated to resolve all claims, penalties, and remedies under California Labor
22 Code § 2698, *et seq.*, the Private Attorneys General Act. The amount of the PAGA Payment is subject
23 to Court approval pursuant to California Labor Code § 2699(l). The Parties have agreed that Thirty-
24 Five Thousand Dollars (\$35,000.00) of the Gross Settlement Amount shall be allocated to the
25 resolution of the PAGA Settlement Employees’ claims arising under PAGA. Pursuant to the PAGA,
26 seventy-five percent (75%) of the PAGA Payment, *i.e.*, the sum of Twenty-Six Thousand Two Hundred
27 Fifty Dollars (\$26,250.00), shall be paid to the California Labor and Workforce Development Agency
28 (“LWDA”). The remaining twenty-five percent (25%) of the PAGA Payment, *i.e.*, the sum of Eight

1 Thousand Seven Hundred Fifty Dollars (\$8,750.00) (“Net PAGA Penalties”), shall be distributed to
2 the PAGA Settlement Employees.

3 **27.** “PAGA Period” means the time period commencing on January 26, 2024, through the
4 date of Preliminary Approval, subject to Paragraph C.10.

5 **28.** “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
6 Plaintiff or Defendant.

7 **29.** “Preliminary Approval” means entry of the Court order granting preliminary approval
8 of the Settlement Agreement.

9 **30.** “Released Claims” means the Released Class Claims and Released PAGA Claims,
10 collectively.

11 **31.** “Released Class Claims” means any and all claims that were alleged in the Complaints
12 or PAGA Letters, as well as any potential claims reasonably arising out of the same set of operative
13 facts pleaded in the Complaints or PAGA Letters or potential claims reasonably related to the
14 allegations in the Complaints or PAGA Letters. These claims include:

- 15 a. Any claims for unpaid wages including but not limited to minimum wages, overtime
16 wages, rounding, or regular rate of pay (Wage Order No. 4 and Labor Code (“Lab. C.”)
17 §§ 204, 558, 1182.12, 1194 *et seq.* [including but not limited to §§ 1194, 1194.2], 1197,
18 1197.1, 1198, 1199; 29 C.F.R. §§ 778.111, 778.110, and 785.48); failure to provide
19 meal period or premium pay (Wage Order No. 4; Lab. C. §§ 226.7, 512, and 516);
20 failure to provide rest break or premium pay (Wage Order No. 4, Lab. C. §§ 226.7, 512,
21 516); failure to provide notice or proper sick pay (Lab. C. § 246 *et seq.*); inaccurate
22 wage statements (Lab. C. §§ 226, 226.3); failure to timely pay wages including final
23 wages (Lab. C. §§ 201-204); unfair competition (Bus. and Prof. Code §§ 17200 *et seq.*);
24 illegal deductions (Lab. C. § 221); unpaid vacation (Lab. C. § 227.3); failure to maintain
25 employment records (Lab. C. § 1174, 1174.5); failure to provide day of rest (Lab. C. §
26 516 and Wage Order No. 4), or premiums in connection with any of the preceding
27 claims, as well as any claims under the California Labor Code, California Industrial
28 Welfare Commission’s Wage Orders, the California Code of Regulations, or the

1 California common law.

- 2 b. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business
3 practices or punitive damages; and
- 4 c. Any and all other claims under the Fair Labor Standards Act (“FLSA”). In addition, to
5 the extent required by law, the cashing of the settlement check by the Settlement Class
6 Member shall be deemed to be an opt-in for purposes of releasing the Released Parties
7 from any claims predicated under the FLSA that were alleged or reasonably could have
8 been alleged based on the same operative facts in the Complaints. The Settlement
9 Administrator shall include a legend on the settlement check stating: “By cashing this
10 check, I am opting in to the settlement in *Jason White v. FPR II LLC*, Superior Court
11 of Sacramento, Civ. Case No. 23CV007753 under the Fair Labor Standards Act, 29
12 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement
13 Agreement.

14 **32.** “Released PAGA Claims” means any and all claims and civil penalties pursuant to
15 PAGA that were alleged in the Complaints or PAGA Letters, as well as any potential claims
16 reasonably arising out of the same set of operative facts pleaded in the Complaints or PAGA Letters,
17 or potential claims reasonably related to the allegations in the Complaints or PAGA Letters. These
18 claims include:

- 19 a. Any claims for unpaid wages including but not limited to minimum wages, overtime
20 wages, rounding, or regular rate of pay (Wage Order No. 4 and Labor Code (“Lab. C.”)
21 §§ 204, 558, 1182.12, 1194 *et seq.* [including but not limited to §§ 1194, 1194.2], 1197,
22 1197.1, 1198, 1199; 29 C.F.R. §§ 778.111, 778.110, and 785.48); failure to provide
23 meal period or premium pay (Wage Order No. 4; Lab. C. §§ 226.7, 512, and 516);
24 failure to provide rest break or premium pay (Wage Order No. 4, Lab. C. §§ 226.7, 512,
25 516); failure to provide notice or proper sick pay (Lab. C. §§ 246 *et seq.*); inaccurate
26 wage statements (Lab. C. §§ 226, 226.3); unfair competition (Bus. and Prof. Code §§
27 17200 *et seq.*); illegal deductions (Lab. C. § 221); unpaid vacation (Lab. C. § 227.3);
28 failure to maintain employment records (Lab. C. § 1174, 1174.5); failure to provide

day of rest (Lab. C. § 516 and Wage Order No. 4), or premiums in connection with any of the preceding claims, as well as any claims under the California Labor Code, California Industrial Welfare Commission's Wage Orders, or the California Code of Regulations, or the California common law.

33. "Released Parties" includes Defendant FPR II LLC dba Leadpoint Business Services, and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, owners, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Leadpoint ("Released Parties").

34. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth the name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Settlement Administrator at the specified address indicated in the Class Notice; and (e) be postmarked on or before the Response Deadline.

35. "Response Deadline" means forty-five (45) days after the Settlement Administrator initially mails the Class Notice to Class Members, and the last date on which Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

36. "Service Award" means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment and Individual PAGA Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to Ten Thousand Dollars (\$10,000.00) from the Gross Settlement Amount.

37. "Settlement Administration Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, which are estimated not to exceed Ten Thousand Dollars (\$10,000.00). Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the Net

Settlement Amount.

38. “Settlement Administrator” means ILYM Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement.

39. “Participating Class Members” means all Class Members who do not submit a valid and timely Request for Exclusion.

40. “Settlement Payment Check” means the payment of the Individual Settlement Payment to Participating Class Members and Individual PAGA Payment to PAGA Settlement Employees.

C. ADMINISTRATION OF SETTLEMENT

1. Fair and Reasonable Settlement. 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, mediation, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

2. Non-Reversionary Settlement. This is a “non-reversionary” settlement. Under no circumstances will any portion of the Gross Settlement Amount revert to Defendant. Class Members will not have to make a claim in order to receive an Individual Settlement Payment or Individual PAGA Payment. Distributions, in the form of Individual Settlement Payments and Individual PAGA Payments, will be made directly to each Participating Class Member and PAGA Settlement Employee.

3. Funding of the Gross Settlement Amount. Within fourteen (14) calendar days of the Effective Date, Defendant shall make a one-time deposit of Three Hundred and Fifty Thousand Dollars (\$350,000.00) into a Qualified Settlement Fund to be established by the Settlement Administrator. Defendant shall also separately pay its respective share of employer payroll taxes as calculated and directed by the Settlement Administrator.

4. Class Counsel Award. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount, *i.e.*, the sum of One Hundred Sixteen Thousand Six Hundred Sixty-Seven Dollars and Zero Cents

1 (\$116,666.67) (rounded up to the nearest dollar), and costs in the amount of up to Twenty-Five
2 Thousand Dollars (\$25,000.00), which shall be paid from the Gross Settlement Amount. It is
3 understood by Class Counsel that the Court has final discretion in any fee award. The Settlement
4 Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees,
5 costs, and expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be
6 added to the Net Settlement Amount and shall be distributed to Participating Class Members as
7 provided in this Agreement. Notwithstanding any other provision of this Agreement, if the Court
8 should fail to award attorneys' fees to Class Counsel in the full amount provided for in this Agreement,
9 no order of the Court or modification of any order of the Court concerning the amount of any attorneys'
10 fees to be paid by Defendant to Class Counsel pursuant to this settlement shall constitute grounds for
11 cancellation or termination of the Agreement or grounds for limiting any other provision of the
12 Judgment. It is agreed that no order of the Court, including any order concerning attorneys' fees, may
13 alter or otherwise increase the Gross Settlement Amount.

14 **5. Class Representative Service Award.** Defendant agrees not to oppose or impede any
15 application or motion by Plaintiff for a Service Award of up to Ten Thousand Dollars (\$10,000.00) to
16 Plaintiff. The Service Award shall be paid from the Gross Settlement Amount and shall be paid in
17 addition to Plaintiff's Individual Settlement Payment as a Participating Class Member and Individual
18 PAGA Payment as a PAGA Settlement Employee. It is understood by Class Counsel and Plaintiff that
19 the Court has final discretion in any Service Award. The Settlement Administrator shall issue an IRS
20 Form 1099 to Plaintiff reflecting the Service Award. Plaintiff shall be solely and legally responsible to
21 pay any and all applicable taxes on his Service Award and shall hold harmless Defendant from any
22 claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Any portion
23 of the Service Award not awarded to Plaintiff shall be added to the Net Settlement Amount and shall
24 be distributed to Participating Class Members as provided in this Agreement.

25 **6. Settlement Administration Costs.** The Settlement Administrator shall be paid for the
26 reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently
27 estimated at Ten Thousand Dollars (\$10,000.00). These costs, which shall be paid from the Gross
28 Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement

1 Payments and Individual PAGA Payments, the issuance of W-2 and 1099 IRS Forms, establishing a
2 Qualified Settlement Fund, administering and distributing the Gross Settlement Amount, PAGA
3 Payment, Service Award, and Class Counsel Award, and providing necessary reports and declarations.
4 Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement
5 Amount and shall be distributed to Participating Class Members as provided in this Agreement.

6 **7. PAGA Payment.** Subject to Court approval, the Parties agree that the amount of Thirty
7 Five Thousand Dollars (\$35,000.00) of the Gross Settlement Amount shall be designated for
8 satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall pay
9 seventy-five percent (75%) of the PAGA Payment, *i.e.*, the sum of Twenty-Six Thousand Two Hundred
10 Fifty Dollars (\$26,250.00), to the LWDA. The remaining twenty-five percent (25%), *i.e.*, the sum of
11 Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) (“Net PAGA Penalties”), shall be distributed
12 to PAGA Settlement Employees as per this Agreement.

13 **8. Net PAGA Penalties.** The Net PAGA Penalties shall be used to satisfy Individual PAGA
14 Payments to PAGA Settlement Employees in accordance with the terms of this Agreement. The
15 Settlement Administrator will allocate the Individual PAGA Payments by first dividing the Net PAGA
16 Penalties by the total number of workweeks worked by PAGA Settlement Employees during the PAGA
17 Period. That value will then be multiplied by the number of workweeks worked by each respective
18 PAGA Settlement Members in a non-exempt position during the PAGA Period. PAGA Settlement
19 Employees are entitled to 100% of the Net PAGA Penalties. Defendant maintains no reversionary right
20 to any portion of the Net PAGA Penalties.

21 **9. Net Settlement Amount.** The Net Settlement Amount shall be used to satisfy Individual
22 Settlement Payments to Participating Class Members in accordance with the terms of this Agreement.
23 The Settlement Administrator will allocate the Individual Settlement Payments by dividing the Net
24 Settlement Amount by the total number of workweeks worked by Class Members in a non-exempt
25 position during the Class Period. The result will then be multiplied by the number of workweeks each
26 Participating Class Member worked in a non-exempt position during the Class Period to calculate the
27 amount owed to that individual. The payments to Participating Class Members will be reduced by any
28 required legal deductions for each Participating Class Member. Participating Class Members are

1 entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any
2 portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the
3 Settlement Administrator shall proportionately increase the Individual Settlement Payments for each
4 Participating Class Member so that the amount actually distributed to Participating Class Members
5 equals 100% of the Net Settlement Amount.

6 **10. Calculation of Gross Settlement Amount & Escalation Clause.** The Gross Settlement
7 Amount was calculated with, and is premised on, Defendant's representation at mediation that there
8 are approximately 18,158 workweeks worked by the Class Members during the Class Period. Should
9 the total number of workweeks worked by the Class Members during the Class Period ultimately
10 increase by more than 10% (i.e., if the workweeks exceed 19,974), Defendant, at its option, can either
11 choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks
12 reaches 19,974, or (2) increase the Gross Settlement Amount on a proportional basis equal to the
13 percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if
14 there was 11% increase in the number workdays during the Class Period, Defendant would agree to
15 increase the Gross Settlement Amount by 1%).

16 **11. No Credit Toward Benefit Plans.** The Individual Settlement Payments made to
17 Participating Class Members, the Individual PAGA Payments made to PAGA Settlement Employees,
18 and the Service Award made to Plaintiff, as well as any other payments made pursuant to this
19 Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which
20 any Participating Class Members or PAGA Settlement Employees may be eligible, including, but not
21 limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick
22 leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this
23 Settlement will not affect any rights, contributions, or amounts to which any Participating Class
24 Member or PAGA Settlement Employee may be entitled under any benefit plans.

25 **12. Settlement Administration Process.** The Parties agree to cooperate in the administration
26 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
27 incurred in the administration of the Settlement. The Settlement Administrator shall provide the
28 following services:

- a. Establish and maintain a Qualified Settlement Fund account;
- b. Calculate the amount of the Settlement each Class Member and PAGA Settlement Employee is eligible to receive;
- c. Verify the last known address for each Class Member and PAGA Settlement Employee through a generally utilized, national address update database prior to mailing the Class Notice;
- d. Print and mail the Class Notice;
- e. Establish and maintain a toll-free informational telephone support line to assist Class Members who have questions regarding the Class Notice;
- f. Conduct additional address searches for mailed Class Notices that are returned as undeliverable and, to the extent new and more current addresses are found, also reprint and re-mail Class Notices accordingly;
- g. Field inquiries from Class Members and administer any Requests for Exclusion. This service will include settlement proceed calculations, printing and issuance of checks, and preparation of W-2 and 1099 Forms;
- h. Distribute and pay the Service Award, Individual Settlement Payments, Individual PAGA Payments, the LWDA's portion of the PAGA Payment, and fees and costs awarded to Class Counsel;
- i. Shall include a legend on the settlement check stating: "By cashing this check, I am opting into the settlement in *Jason White v. FCC Environmental Services, LLC et al.*, in the Superior Court of the State of California, County of Sacramento, Case No. 23CV007753, under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement; and
- j. Provide declarations and/or other information to the Court as requested.

13. Delivery of the Class Data. Within fifteen (15) business days of Preliminary Approval, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will treat the Class Data as confidential as noted in paragraph 5 above. The Settlement Administrator will not provide Class Data to Class Counsel.

1 **14. Notice by First-Class U.S. Mail.** Within ten (10) calendar days after receiving the Class
2 Data from Defendant, the Settlement Administrator shall mail the Class Notice to all Class Members
3 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the
4 Class Data.

5 **15. Confirmation of Contact Information in the Class Data.** Prior to mailing, the Settlement
6 Administrator shall perform a search based on the National Change of Address Database for
7 information to update and correct for any known or identifiable address changes.

8 **16. Class Notices.** All Class Members will be mailed a Class Notice, which is approved by
9 the Parties. Each Class Notice will provide: (1) information regarding the nature of the Action; (2) a
10 summary of the Settlement's principal terms; (3) the Class definition; (4) each Class Member's
11 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
12 Payments, if they do not request to be excluded; (5) each PAGA Settlement Employee's estimated
13 Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (6) the dates
14 that comprise the Class Period and PAGA Period; (7) instructions on how to submit a valid Request
15 for Exclusion or Notice of Objection; (8) the deadline by which the Class Member must submit a
16 Request for Exclusion or Notice of Objection; (9) the date for the final approval hearing; and (10) the
17 claims to be released. The Class Notice will also inform Class Members that, in order to receive the
18 Individual Settlement Payment and Individual PAGA Payment, they do not need to do anything except
19 keep the Settlement Administrator apprised of their current mailing addresses.

20 **17. Re-Mailing of Returned Notices.** Any Class Notice returned to the Settlement
21 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
22 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
23 Administrator shall indicate the date of such re-mailing on the Class Notice. If no forwarding address
24 is provided, the Settlement Administrator shall promptly attempt to determine the correct address using
25 a skip-trace, or other search using, and re-mail the Class Notice upon locating a new address. For any
26 re-mailed Notice, the Class Member shall have an additional fifteen (15) days beyond the Response
27 Deadline to submit a Request for Exclusion or Notice of Objection.

28 **18. Request for Exclusion Procedures.** Any Class Member, other than Plaintiff, may opt-

1 out from the Settlement by submitting a written Request for Exclusion to the Settlement Administrator
2 postmarked by the Response Deadline. A Request for Exclusion must: (1) clearly state that the Class
3 Member does not wish to be included in the Settlement; (2) set forth the name, address, telephone
4 number, and last four digits of the Social Security Number of the Class Member requesting exclusion;
5 (3) be signed by the Class Member; (4) be returned by mail to the Settlement Administrator at the
6 specified address indicated in the Class Notice; and (5) be postmarked on or before the Response
7 Deadline. The date of the postmark shall be the exclusive means to determine whether a Request for
8 Exclusion is timely. By submitting such a Request for Exclusion, a Class Member shall be deemed to
9 have exercised his or her option to opt out of the Settlement and not be bound by this Agreement,
10 except that in light of the binding nature of a PAGA judgment on non-party employees, Class Members
11 employed during the PAGA Period who exclude themselves from this Settlement shall still be bound
12 by the Released PAGA Claims. At no time shall any of the Parties or their counsel seek to solicit or
13 otherwise encourage Class Members to submit a Request for Exclusion. Class Counsel shall not
14 represent any Class Members with respect to any such request.

15 **19. Settlement Terms Bind All Class Members Who Do Not Opt-Out.** Any Class Member
16 who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for
17 Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, including those
18 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court.
19 Additionally, Class Members employed during the PAGA Period shall be bound by the Released
20 PAGA Claims, as well as any Judgment that may be entered by the Court thereon, regardless of
21 whether they opt-out of the Settlement.

22 **20. Objection Procedures.** Any Class Member who does not opt-out of this Settlement shall
23 be entitled to object to the Settlement. To object to the Settlement, a Class Member should return by
24 mail a written statement of objection to the Settlement Administrator at the specified address by the
25 Response Deadline. The Notice of Objection must include: (1) the objector's full name, signature,
26 address, and telephone number; (2) a written statement of the basis for the objection; and (3) any
27 copies of papers, briefs, or documents upon which the objection is based. However, any Class Member
28 who does not submit a timely Notice of Objection may nevertheless appear at the Final Approval

1 Hearing and present an oral objection to the Settlement. At no time shall any of the Parties or their
2 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
3 Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class
4 Members with respect to any such objections to this Settlement. Any Class Member who submits a
5 valid Request for Exclusion shall not be allowed to object to this Settlement. No later than five (5)
6 days after the Response Deadline, the Settlement Administrator shall provide Defense Counsel with a
7 complete list of all Class Members who have timely and properly requested exclusion from the Class.

8 **21. Defendant's Right to Rescind.** If 5% or more Class Members timely opt out of the class
9 settlement, Defendant shall have the sole and absolute discretion to rescind/void the Settlement
10 Agreement within fifteen (15) calendar days after receiving from the Settlement Administrator the
11 final list of opt-outs. Defendant agrees to meet and confer in good faith with Settlement Class Counsel
12 before rescinding or voiding the Settlement Agreement. In the event that Defendant elects to
13 rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to
14 Settlement Class Counsel. Such rescission shall have the same effect as a termination of the Settlement
15 Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become
16 null and void and have no further force or effect. In the event a Defendant rescinds the settlement, that
17 Defendant shall be solely responsible for any fees and costs incurred by the Settlement Administrator.

18 **22. Settlement Administrator's Reports of Information.** The Settlement Administrator shall
19 provide Defense Counsel and Class Counsel a weekly report which certifies the number of Class
20 Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
21 Administrator will provide to counsel for both Parties any updated reports regarding the administration
22 of the Settlement as needed or requested. The Settlement Administrator shall also forward to Parties'
23 counsel any Notices of Objection received immediately upon receipt. Further, the Settlement
24 Administrator shall immediately forward any Request for Exclusion to the Parties' counsel so that they
25 can determine whether the Request for Exclusion is valid and timely.

26 **23. Distribution of Payments.** Within fourteen (14) calendar days of Defendant funding the
27 Gross Settlement Amount, the Settlement Administrator shall pay: (1) the Individual Settlement
28 Payments to Participating Class Members and Individual PAGA Payments to PAGA Settlement

1 Employees; (2) the Labor and Workforce Development Agency seventy-five percent (75%) of the
2 PAGA Payment; (4) the Service Award to Plaintiff; and (5) Class Counsel Award to Class Counsel.
3 The Settlement Administrator shall also issue a payment to itself for services performed in connection
4 with the Settlement.

5 **24. Non-Negotiated Settlement Checks.** Settlement Payment Checks shall be negotiable
6 until one hundred and eighty (180) calendar days after mailing to the Participating Class Members and
7 PAGA Settlement Employees. Those funds represented by settlement checks returned as undeliverable
8 and the funds which correspond with the settlement checks that are not negotiated within one hundred
9 and eighty (180) calendar days after mailing shall be transferred to the CASA of Sacramento, the
10 designated *cy pres* recipient, pursuant to Code of Civil Procedure § 384.

11 **25. Certification of Completion.** Upon completion of administration of the Settlement, the
12 Settlement Administrator shall provide a written declaration under oath to certify such completion to
13 the Court and counsel for all Parties.

14 **26. Tax Allocation of Individual Settlement Payments.** All Individual Settlement Payments
15 shall be allocated as follows: seventy percent (70%) as penalties, interest, and reimbursement under
16 Labor Code § 2802, and reported on an IRS Form 1099; and thirty percent (30%) shall be attributed
17 to wages and reported via an IRS Form W-2. Participating Class Members are responsible for their
18 share of the payroll taxes, which shall be deducted from their Individual Settlement Payments.
19 Defendant is responsible for their respective employer share of payroll taxes, in addition to the Gross
20 Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount.

21 **27. Tax Allocation of Individual PAGA Payments.** All Individual PAGA Payments shall be
22 allocated 100% as penalties. The amount of payment shall be reported on an IRS Form 1099 by the
23 Settlement Administrator.

24 **28. Administration of Taxes by the Settlement Administrator.** The Settlement
25 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, PAGA
26 Settlement Employees, and Class Counsel, 1099 forms or other tax forms as may be required by law
27 for all amounts paid pursuant to this Agreement.

28 **29. Tax Liability.** Defendant, Defense Counsel, the Settlement Administrator, and Class

1 Counsel make no representation as to the tax treatment or legal effect of the payments called for
2 hereunder, and Plaintiff and Participating Class Members are not relying on any statement,
3 representation, or calculation by Defendant, Defense Counsel, Class Counsel, or by the Settlement
4 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they
5 will be solely responsible for the payment of any and all taxes and penalties assessed on their
6 respective payments described herein and will defend, indemnify, and hold Defendant, Defense
7 Counsel, Class Counsel, and the Settlement Administrator free and harmless from and against any
8 claims resulting from treatment of such payments as non-taxable penalties/damages.

9 **30. Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
10 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
11 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
12 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
13 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
14 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL
15 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
16 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
17 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
18 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN,
19 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
20 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
21 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
22 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
23 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
24 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
25 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
26 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
27 ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
28 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING

PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

D. RELEASE OF CLAIMS BY PLAINTIFF AND THE CLASS

1. Release of Claims by Plaintiff and Participating Class Members. Upon the payment of the Gross Settlement Amount, Plaintiff and all Participating Class Members, except those who timely and properly exclude themselves, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released Class Claims, as herein defined.

2. Release of Claims by PAGA Settlement Employees. Upon the payment of the Gross Settlement Amount, Plaintiff and all PAGA Settlement Employees, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released PAGA Claims, as herein defined.

3. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Plaintiff understands that Section 1542 gives the right not to release existing claims of which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542 and elects to assume all risks for claims that now exist in his favor, known or unknown.

E. FINAL AND PRELIMINARY APPROVAL

1. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to request the Preliminary Approval of the Settlement, conditional certification of the Class, and the entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the

1 Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
2 Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement,
3 and will include the proposed Class Notice, attached to this Agreement as **Exhibit A**.

4 2. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
5 Requests for Exclusion or Notices of Objection to the Settlement, and with the Court's permission, a
6 Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the
7 Settlement along with the amounts properly payable for (i) Individual Settlement Payments; (ii) the
8 PAGA Payment; (iii) the Class Counsel Award; (iv) the Service Award; and (v) Settlement
9 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain
10 final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
11 application to be heard at the Final Approval Hearing.

12 3. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion
13 for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with the terms
14 of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction solely for
15 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
16 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under
17 court rules or as set forth in this Agreement.

18 4. Dismissal of the Class Action. The Court's entry of final judgment upon granting final
19 approval of the Settlement shall fully and finally resolve the Class Action, and no further dismissal
20 shall be necessary. The Court shall retain jurisdiction as set forth herein to enforce the terms of the
21 Settlement and resolve any post-judgment matters..

22 5. Nullification of Settlement. In the event that the Settlement does not become final for
23 any reason, then this Agreement, and any documents generated to bring it into effect, shall be null and
24 void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be
25 treated as void from the beginning.

26 **F. CLASS CERTIFICATION & NON-ADMISSION OF LIABILITY**

27 6. Class Action Certification. The Parties are agreeing to class certification for settlement
28 purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of

any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can establish any of the requisite elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Agreement or any documents or orders issued related to this Settlement will not be admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that either:

(i) a class action should be certified, or (ii) Defendant are liable to Plaintiff or any Class Member.

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

G. DISPUTES

1. Disputes Regarding Language of Settlement Agreement. If the Parties have a dispute with regard to the language of the Agreement, the Parties agree to attempt to informally resolve the dispute by engaging Marc Feder, Esq. to mediate such dispute.

2. Disputes Regarding Individual Settlement Payments. In the event that Class Members have a dispute as to the data provided by Defendant, Class Members will have the opportunity to

1 provide documentation and/or an explanation. The documentation or explanation applicable to that
2 Class Member must be submitted to the Settlement Administrator by the Response Deadline, which
3 includes any extension period resulting from to the re-mailing of the Class Notice. *See* Section C.17.
4 Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
5 If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether
6 an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
7 amounts of, any Individual Settlement Payments and Individual PAGA Payments under the terms of
8 this Agreement, and that determination shall be binding.

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

13 Enforcement Actions. In the event that one or more of the Parties institutes any legal
14 action or other proceeding against any other Party or Parties to enforce the provisions of this
15 Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or Parties
16 shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and
17 costs, including expert witness fees incurred in connection with any enforcement actions.

18 H. TERMINATION

19 1. Subject to the obligation(s) of mutual full cooperation set forth herein, either Plaintiff
20 or Defendant may terminate this Settlement if after submitting this Agreement to the Court for
21 approval, any Court declines to enter the preliminary approval order, the final approval order, or
22 judgment in substantially the form submitted by the Parties, or if an appeal opposing the judgment is
23 not ultimately dismissed. The terminating Party shall give to the other Party (through its/their counsel)
24 written notice of its decision to terminate no later than fourteen (14) calendar days after receiving
25 notice that one of the enumerated events has occurred. Termination shall have the following effects:

26 a. The Settlement Agreement shall be terminated and shall have no force or effect, and
27 no Party shall be bound by any of its terms.

28 b. In the event the Settlement Agreement is terminated, Defendant shall have no

obligation to make any payments to any party, Settlement Class Member, or attorney, and the Gross Settlement Amount in its entirety in the escrow account shall revert to Defendant. If there are any fees incurred by the Settlement Administrator and the settlement is terminated by Defendant, Defendant shall solely be responsible for any costs and fees incurred by the Settlement Administrator.

- c. The preliminary approval order, final approval order, and judgment shall be vacated.
- d. The Stipulation of Settlement and all negotiations, statements and proceedings relating to same shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- e. Except as otherwise discoverable or specially noted herein, neither this Agreement, the Memorandum of Understanding, nor any ancillary documents, actions, statements, or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever.

I. MISCELLANEOUS TERMS

1. Confidentiality Preceding Preliminary Approval. The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Any confidentiality associated with the terms of this Settlement shall expire upon the filing by Class Counsel of the Motion for Preliminary Approval with the Court, except that the negotiations and discussions preceding submission of the Settlement to the Court for preliminary approval shall remain strictly confidential, unless otherwise agreed to by the Parties or unless otherwise ordered by the Court. Further, the Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, post information on any social media or website, or have any communication with the press about the fact, amount, or terms of the Settlement. Plaintiff and Class Counsel agree that if contacted by the press regarding this case, they will only state that the Actions exist and has been resolved. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted or if contacted by such Class Members. Nothing in this provision prohibits Defendant from disclosing the terms of this

1 Settlement prior to Plaintiff's Motion for Preliminary Approval in connection with public reporting
2 requirements, nor does anything in this provision prohibit the Parties or their counsel from disclosing
3 the terms of the Settlement prior to Plaintiff's Motion for Preliminary Approval as may be required by
4 law.

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

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

12 4. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of
13 the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations or
14 agreements may be deemed binding on the Parties.

15 5. Amendment or Modification. This Agreement may be amended or modified only by a
16 written instrument signed by the Parties, their successors-in-interest, or their counsel.

17 6. Authorization to Enter into Agreement. Counsel for all Parties warrant and represent
18 they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to
19 take all appropriate actions required or permitted to be taken by the Parties pursuant to this Agreement
20 to effectuate its terms and to execute any other documents required to effectuate the terms of this
21 Agreement. The Parties and their counsel will cooperate with each other and use their best and good-
22 faith efforts to effectuate the implementation of the Settlement. If the Parties are unable to reach
23 agreement on the form or content of any document needed to implement the Settlement, or on any
24 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
25 Parties may seek the assistance of the Court to resolve such disagreement.

26 7. Execution and Counterparts. This Agreement is subject only to the execution of all
27 Parties. However, the Agreement may be executed in one or more counterparts. All executed
28 counterparts and each of them, including facsimile, Docusign, and scanned copies of the signature

1 page, shall be deemed to be one and the same instrument provided that counsel for the Parties shall
2 exchange among themselves original signed counterparts.

3 8. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
4 to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

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

7 10. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
8 the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent
9 with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Any
10 invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other
11 provision if Defendant and Class Counsel, on behalf of the Parties and the Settlement Class, mutually
12 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
13 included in this Agreement.

14 11. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
15 Plaintiff or Class Counsel may appeal any reduction in the Class Counsel Award below the amount
16 Class Counsel requests, and either Party may appeal any order that materially alters the Agreement's
17 terms.

18 12. Captions. The captions and section numbers in this Agreement are inserted for the
19 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
20 provisions of this Agreement.

21 13. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
22 to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a
23 further waiver by such party of the same or any other condition, covenant, right, or remedy.

24 14. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
25 conditions of this Agreement. Accordingly, this Agreement shall 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
27 of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
28 all Parties have contributed to the preparation of this Agreement.

15. 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. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

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

17. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement between Plaintiff and Defendant.

PLAINTIFF JASON WHITE

Dated: _____, 2025

Jason White

DEFENDANT FPR II LLC dba Leadpoint Business Services

Dated: _____, 2025

(Name)

(Title)

On behalf of FPR II LLC dba Leadpoint Business
Services

15. 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. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement between Plaintiff and Defendant.

PLAINTIFF JASON WHITE

Dated: _____, 2025

Jason White

DEFENDANT FPR II LLC dba Leadpoint Business Services

Dated: JULY 22, 2025

DAN BEHRENDT (Name)
CFO (Title)

On behalf of FPR II LLC dba Leadpoint Business Services

15. 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. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

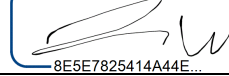
16. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement between Plaintiff and Defendant.

Dated: 7/21/2025, 2025

PLAINTIFF JASON WHITE


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Jason White

DEFENDANT FPR II LLC dba Leadpoint Business Services

Dated: _____, 2025

(Name)

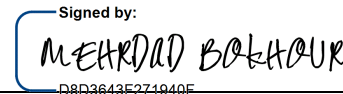
(Title)

On behalf of FPR II LLC dba Leadpoint Business Services

APPROVED AS TO FORM:

Dated: 7/21/2025, 2025

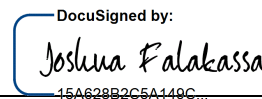
BOKHOUR LAW GROUP, P.C.

Signed by:

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Mehrdad Bokhour, Esq.
Attorney for Plaintiff Jason White and Proposed Class Counsel

Dated: 7/21/2025, 2025

FALAKASSA LAW, P.C.

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Joshua S. Falakassa, Esq.
Attorney for Plaintiff Jason White and Proposed Class Counsel

Dated: _____, 2025

LITTLER MENDELSON, P.C.

 Chad D. Greeson
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Attorneys for FPR II LLC dba Leadpoint Business Services

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2 **APPROVED AS TO FORM:**

BOKHOUR LAW GROUP, P.C.

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4 Dated: _____, 2025

Mehrdad Bokhour, Esq.
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8 **FALAKASSA LAW, P.C.**

9 Dated: _____, 2025

Joshua S. Falakassa, Esq.
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13 **LITTLER MENDELSON, P.C.**

14 Dated: July 22, 2025

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