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 MODIFIED PLASTICS, INC., and COLOR SCIENCE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

FRANCISCO GONZALEZ RUVALCABA,
 individually and on behalf of others similarly
 situated, and as an aggrieved employee and
 Private Attorney General,

Plaintiff,

vs.

MODIFIED PLASTICS, INC., a California
 corporation; COLOR SCIENCE, INC., a
 California corporation; and DOES 1 through
 50, inclusive,

Defendants.

Case No.: 30-2023-01342909-CU-OE-CXC

**JOINT STIPULATION OF CLASS ACTION
 AND PAGA SETTLEMENT**

Complaint Filed: August 17, 2023
 FAC Filed: October 23, 2023
 Trial Date: None

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Francisco Gonzalez Ruvalcaba, individually and on behalf of the Class, Aggrieved Employees, and Defendants Modified Plastics, Inc., Color Science, Inc. and Plastics Analytical Laboratory, Inc.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement, entered into following a private mediation.
2. "Action" means the court action, entitled "*Ruvalcaba v. Modified Plastics, Inc., et al.*," Case No. 30-2023-01342909-CU-OE-CXC, pending before the Orange County Superior Court. The claims include: (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (8) Violation of Cal. Business & Professions Code § 17200, *et seq.*; and (9) Violation of Labor Code § 2699 (PAGA). Defendants deny the allegations in the lawsuit, deny any failure to comply with the laws identified in the Action, and deny any liability for the causes of action alleged.
3. "Class Counsel" means Protection Law Group, LLP.
4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed One-Third (1/3) of the Gross Settlement Amount, *i.e.*, Two Hundred Fifty Thousand Dollars (\$250,000.00) and the reimbursement costs and expenses

associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court's approval. Defendants agree to not oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above. Any attorneys' fees and costs not approved by the Court shall become part of the Net Settlement Amount.

5. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after the date on which the Court enters an Order granting Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment of each Class Member; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement. This is a material term of the Settlement, and if Defendants fail to comply, Plaintiff shall have the right to void the Settlement.

6. "Class" or "Class Members" means all current and former hourly-paid, non-exempt employees of Defendants, who were employed by Defendants in the State of California at any time during the Class Period.

7. "Class Period" means the period from August 17, 2019, and ending on either the date of preliminary approval of the Settlement, or ninety (90) days after mediation (*i.e.*, July 22, 2025), whichever is later.

8. "Class Representative" means Plaintiff Francisco Gonzalez Ruvalcaba in his capacity as representatives of the Participating Class Members.

9. "Plaintiff's Incentive Payment" means the amount that the Court authorizes to be paid to Plaintiff in addition to whatever monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as a Class Member. Defendants agree not to oppose Plaintiff's

request for an Incentive Payment of Seven Thousand Five Hundred Dollars (\$7,500), in recognition of the efforts and risks Plaintiff has taken in assisting with the prosecution of the Action and in exchange for the General Release of his claims as provided herein. Any amount of the Incentive Payment not approved by the Court shall become part of the Net Settlement Amount.

10. "Court" means the Superior Court of the State of California for the County of Orange.

11. "Defendants" means Modified Plastics, Inc., Color Science, Inc., and Plastics Analytical Laboratory Inc.

12. "Defense Counsel" means O'Hagan Meyer.

13. "Effective Date" means the later date of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

14. "Final Approval" means the Court entering an order granting final approval of the Settlement Agreement.

15. "Gross Settlement Amount" means the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant, and includes all: (1) payments to the Participating Class Members; (2) Class Counsel's Fees (3) Class Counsel's Costs; (4) Settlement Administration Costs; (5) Incentive Payment to Plaintiff; and (6) Payment of PAGA penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members. The Gross Settlement Amount is exclusive of the employer's share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is based on Defendant's representation that the Class Members worked a total of 12,407 Workweeks between August 17, 2019, and April

22, 2025. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount Defendant is required to pay under the Settlement.

16. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or PAGA Members. The amounts paid as wages shall be subject to all tax withholdings customarily made from the employee’s wages and all other authorized and required withholdings. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees’ wages. Individual Settlement Payments shall be designated as 20% wages, 40% interest, and 40% penalties. The Settlement Administrator will be responsible for issuing to Participating Class Members a form W-2 for amounts deemed “wages” and an IRS Form 1099 for the amounts deemed penalties and interest. Payments from the PAGA portion of the settlement to the PAGA Members shall be allocated as 100% penalties.

17. “Net Settlement Amount” means the funds available for payments to the Class, which shall be amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration Costs, (4) Incentive Payment to Named Plaintiff; and (5) the PAGA Penalties to be paid to the LWDA and PAGA Members.

18. “Class Notice” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, in both English and Spanish, providing a summary of the provisions of the Settlement, that will be mailed to the Class Members’ last known addresses. The Class Notice shall list the number of Workweeks worked by the Class Member during the Class Period and the estimated individual payment each Class Member will receive if they participate in the Settlement. The Class Notice will also

include instructions on how to opt-out of and object to the Settlement. The Settlement Administrator shall mail the Class Notice to Class Members via First Class U.S. Mail no later than seven (7) calendar days after receiving the Class List from Defendants.

19. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

20. "PAGA Penalties" means the amount that the Parties have agreed to allocate in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) ("PAGA"). The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs' PAGA Claims. Seventy-Five Percent (75%) of this amount (\$37,500.00) will be paid to the California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698, *et seq.* Twenty Five Percent (25%) of this amount (\$12,500.00), will be distributed to PAGA Members on a *pro rata* basis, based on the total number of Workweeks worked by each PAGA member during the PAGA period.

21. "PAGA Period" means the period from August 17, 2022, and ending on either the date of preliminary approval of the Settlement, or ninety (90) days after mediation (*i.e.*, July 22, 2025), whichever is later.

22. "PAGA Members" means all current and former non-exempt employees of Defendants who were employed by Defendants in the State of California at any time during the PAGA Period.

23. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either Plaintiffs or Defendant, individually.

24. "Participating Class Members" means all Class Members who do not timely opt out of the Settlement.

25. "Plaintiff" means Francisco Gonzalez Ruvalcaba.

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

1 27. "Objection" means a Participating Class Member's valid and timely written objection to
2 the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's
3 full name, address, telephone number, last four digits of the employee's social security
4 number or employee ID number; (b) the name of the case and case number; and (c) a
5 written statement of all grounds for the objection accompanied by legal support, if any,
6 for such objection. Class Members will be provided forty-five (45) days within which to
7 submit objections. Class Members who wish to object will need to mail those objections
8 to the Settlement Administrator only. Class Members will not be barred from appearing
9 at the final approval hearing if they have not complied with the objection procedures for
10 mailing objections to the Settlement Administrator. The Settlement Administrator shall
11 provide counsel for the Parties with complete copies of all objections received, including
12 the postmark dates or fax timestamps for each objection, within five (5) calendar days of
13 receipt. Class Counsel will provide copies of any objections and supporting documents to
14 the Court at least ten (10) days before the Final Approval Hearing.

15 28. "Released Class Claims" means all claims, rights, demands, liabilities and causes of
16 actions that are alleged, or that reasonably could have been alleged, based on the facts
17 asserted in the operative complaint in the Action including factual claims regarding
18 Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime
19 wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure
20 to provide rest periods or compensation in lieu thereof; including any claims regarding
21 failure to pay at the correct rate of pay; (iv) failure to provide complete, accurate wage
22 statements; (v) failure to pay wages timely at time of termination or resignation; (vi)
23 failure to provide timely pay wages during employment; and (vii) unfair business
24 practices. This release shall apply to claims arising during the Class Period. These released
25 claims shall also include any and all claims for compensation of any type whatsoever, that
26 could have been based on the facts alleged in the operative complaint in the Action
27 including but not limited to claims for wages (including, but not limited to, overtime and
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1 minimum wages), prevailing wages, bonuses, travel time, commissions, incentive
2 compensation, meal break premiums, rest break premiums, inaccurate wage statements,
3 expense reimbursements, or related penalties. This release does not pertain to any right
4 which is not otherwise waivable pursuant to statute or law.

5 29. "Released PAGA Claims" means all claims under the California Labor Code Private
6 Attorneys General Act of 2004 for civil penalties that could have been premised on the
7 facts alleged in Plaintiff's August 17, 2023 PAGA Letter to the LWDA, including but not
8 limited to penalties that could have been awarded pursuant to Labor Code sections 203,
9 210, 226, 226.3, 558, 1174.5, 1197.1, 1199, 1775, and 2699 as well as the Industrial
10 Welfare Commission Wage Orders including Nos. 1 and 4. This release shall apply to
11 claims arising during the PAGA Period.

12 30. "Released Parties" means Defendants Modified Plastics, Inc., Color Science, Inc., and
13 Plastics Analytical Laboratory, Inc., and their past and present and/or future, direct and/or
14 indirect, officers, directors, members, managers, agents, representatives, attorneys,
15 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
16 affiliates, divisions, predecessors, successors, assigns, and joint venturers.

17 31. "Request for Exclusion" means a valid and timely written statement submitted by a Class
18 Member requesting to be excluded from the settlement of the Released Class Claims. To
19 be effective, the Request for Exclusion must contain (a) the Class Member's name,
20 address, telephone number, and the last four digits of the Class Member's Social Security
21 number and/or the Employee ID number and (b) a clear statement requesting to be
22 excluded from the settlement of the class claims. To be effective, the Request for
23 Exclusion must be post-marked by the Response Deadline and received by the Settlement
24 Administrator. The Request for Exclusion shall not be effective as to the release of claims
25 arising under the Private Attorneys General Act.

26 32. "Response Deadline" means the date forty-five (45) days after the Settlement
27 Administrator mails Notice to Class Members and the last date on which Class Members
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1 may submit Requests for Exclusion, written objections to the Settlement, or Workweek
2 Disputes. In the event the 45th day falls on a Sunday or Federal holiday, the Response
3 Deadline will be extended to the next day on which the U.S. Postal Service is open. The
4 Response Deadline for Requests for Exclusion, written objections, or workweek disputes,
5 will be extended fifteen (15) calendar days for any Class Member who is re-mailed a
6 Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal
7 holiday, in which case the Response Deadline will be extended to the next day on which
8 the U.S. Postal Service is open. The Response Deadline may also be extended by express
9 agreement between Class Counsel and Defendants. Under no circumstances, however,
10 will the Settlement Administrator have the authority to unilaterally extend the Response
11 Deadline.

12 33. "Settlement" means the disposition of the Action pursuant to this Agreement.

13 34. "Settlement Administrator" shall be Apex Class Action Administration. The Parties each
14 represent that they do not have any financial interest in the Settlement Administrator or
15 otherwise have a relationship with the Settlement Administrator that could create a
16 conflict of interest.

17 35. "Settlement Administration Costs" mean the costs payable from the Gross Settlement
18 Amount to the Settlement Administrator for administering this Settlement, including, but
19 not limited to, printing, distributing, and tracking documents for this Settlement,
20 calculating/confirming the class member Workweeks from the information contained in
21 the Class List, calculating each Participating Class Member's Individual Settlement
22 Payment, calculating the PAGA Portion of the PAGA Members individual settlement
23 payment, tax reporting, distributing the Gross Settlement Amount, providing necessary
24 reports and declarations, and other duties and responsibilities set forth herein to process
25 this Settlement, and as requested by the Parties. Settlement administration Costs shall not
26 exceed Five Thousand Five Hundred Dollars (\$5,500.00). Settlement administration shall
27 be paid from the Gross Settlement Amount, subject to court approval. To the extent that
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Settlement Administration costs are ultimately less than the amount of the quote provided by the selected Settlement Administrator, the remainder shall become part of the Net Settlement Amount.

36. "Workweek" shall mean any week in which a Class Member performed work on at least one (1) day for Defendant.

TERMS OF AGREEMENT

37. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes within fourteen (14) days of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Plaintiff's Incentive Payment, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of Workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

38. Potential Increase to the Gross Settlement Amount: Defendant has represented there are approximately 12,407 Workweeks between August 17, 2019, and April 22, 2025. Should the actual number of Workweeks increase by more than ten percent (10%) (*i.e.*, by more than 1,241 Workweeks) Defendant shall have the option of (a) increasing the Gross Settlement Amount on a pro rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10% (*e.g.*, if the number of Workweeks increase by 11% through the Class Period, then the Gross Settlement Amount shall increase by 1%); or (b) cap the Class Period as of the date the number of Workweek reaches but does not exceed 10%. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of

attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. If Defendants elect to shorten the end of the Class Period, the Parties shall notify the Court and amend the Notice and class list prior to the Notice being sent to the Class Members.

39. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

40. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class Representative Enhancement Payment; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

41. Attorneys' Fees and Costs: The Parties will each bear their own attorneys' fees, costs and expenses arising out of and/or connected with Plaintiff's claims, as well as the negotiation, drafting, and execution of this Agreement, and all matters arising out of or connected herewith. Defendants agree to the designation of Protection Law Group, LLP as counsel for the Settlement Class for all purposes in this case. Defendants further agree not to oppose Class Counsel's application or motion for attorneys' fees of up to 1/3 of the Gross Settlement Amount, Two Hundred Fifty Thousand Dollars (\$250,000.00) and reasonable costs of up to Thirty Thousand Dollars (\$30,000.00). Any portion of the requested fees or costs that is not approved by the Court shall become part of the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

42. Plaintiff's Incentive Payment: Defendants agree not to oppose Plaintiff's request for an Incentive Payment of Seven Thousand Five Hundred Dollars (\$7,500.00). Plaintiff will be issued an IRS Form 1099 in connection with this payment. The Incentive Payment is in addition to whatever monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as a Class Member. Any amount of the Incentive Payment not approved by the Court shall become part of the Net Settlement Amount.

43. Settlement Administration Costs: Settlement Administration expenses shall be paid from the Gross Settlement Amount, subject to court approval. To the extent that Settlement Administration costs are ultimately less than the amount of the quote provided by the selected Settlement Administrator, the remainder shall become part of the Net Settlement Amount.

44. PAGA Payment: Fifty Thousand Dollars (\$50,000.00) shall be allocated from the Gross Settlement Amount as PAGA Penalties. Seventy-Five Percent (75%) of this amount (\$37,500.00) will be paid to the California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698, *et seq.* Twenty Five Percent (25%) of this amount (\$12,500.00), will be distributed to PAGA Members on a *pro rata* basis, based on the total number of Workweeks worked by each PAGA member during the PAGA period.

45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the Individual Settlement Payments to the Class Members in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount:	\$750,000.00
Plaintiff's Incentive Payment:	\$7,500.00
Class Counsel's Fees:	\$250,000.00
Class Counsel's Costs:	\$30,000.00
PAGA Payment:	\$50,000.00
Settlement Administration Costs:	\$5,500.00
Estimated Net Settlement Amount:	\$ 407,000.

1 46. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid
2 from the Net Settlement Amount and the 25% portion of the PAGA Penalties allocated
3 for PAGA Members. Specific calculations of Individual Settlement Payments will be
4 made as follows:

5 a) Calculation of Class Portion of Individual Settlement Payments: Defendant will
6 provide the Settlement Administrator with the total number of Workweeks for
7 each Participating Class Member. Defendant will also provide the total aggregated
8 number of Workweeks worked by all Participating Class Members during the
9 Class Period. The amount that each Participating Class Member will be eligible to
10 receive will be calculated by dividing each participating Class Member's
11 individual Workweeks by the total Workweeks of all Participating Class Members
12 and multiplying the resulting fraction by the Net Settlement Amount.

13 b) Calculation of PAGA Portions of Individual Settlement Payments: Defendant will
14 also provide the Settlement Administrator with the total number of Workweeks for
15 each PAGA Member. Defendant will also provide the total aggregated number of
16 Workweeks worked by all PAGA Members during the PAGA Period. The amount
17 that each PAGA Member will receive will be calculated by dividing each
18 participating PAGA Member's individual Workweeks by the total Workweeks of
19 all PAGA Members, and multiplying the resulting fraction by the 25% share of
20 the PAGA Penalties designated for distribution to aggrieved employees. PAGA
21 Members shall receive this portion of their Individual Settlement Payment
22 regardless of whether they opt out of the participation regarding the class claims.

23 c) Allocation of Individual Settlement Payments: The Individual Settlement
24 Payments estimate indicated on the Notice are subject to change, depending on
25 factors including how many Class Members become Excluded Class Members
26 (resulting in their Individual Workweeks being removed from the final Class
27 Workweeks, thereby increasing the final weekly settlement amount). The Class
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portion of each Individual Settlement Payment will be designated as 20% wages, 40% interest, and 40% penalties. The PAGA portion of each Individual Settlement Payment will be allocated as 100% penalties.

47. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

48. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Translate the Notice from English to Spanish and print and mail the Notice.
- d) Assist Class Members who have questions regarding the Notice.
- e) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- f) Calculate Participating Class Members' Individual Settlement Payments, process any Requests for Exclusion, and field inquiries from Class Members.
- g) Calculate and make all payments on behalf of Defendant required pursuant to the Settlement Agreement, including but not limited to, FICA, FUTA, and SDI contributions

and the employer's portion of all payroll taxes, which shall be made from the Class Settlement Amount.

h) Print and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority. Basic accounting for and payment of employee tax withholdings and forwarding all payroll taxes and penalties to the appropriate government authorities will also be included as part of this service.

i) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the Settlement Administration Process.

j) Provide weekly status reports to counsel for the Parties.

k) Post a notice of final judgment online at Settlement Administrator's website.

49. Delivery of the Class List: No later than fourteen (14) calendar days after the date on which the Court enters an Order granting Preliminary Approval of the Settlement, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

50. Notice by First Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

51. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the

1 Settlement Administrator will promptly attempt to determine the correct address using a
2 skip-trace, or other search using the name, address and/or Social Security number of the
3 Class Member involved and will then perform a single re-mailing. Those Class Members
4 who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have
5 between the later of (a) an additional fourteen (14) calendar days or (b) the Response
6 Deadline to postmark or electronically submit a Request for Exclusion or an objection to
7 the Settlement.

8 52. Notice: All Class Members will be mailed a Notice in both English and Spanish containing
9 the Form attached as Exhibit A as approved by the Court. Each Notice will: (a) provide a
10 summary of the provisions of the Settlement; (b) list the number of Workweeks worked
11 by the Class Member during the Class Period; and (c) the estimated individual payment
12 each Class Member will receive if they participate in the Settlement.

13 53. Disputed Information on Notice: Class Members will have an opportunity to dispute the
14 information provided in their Notice. To the extent Class Members dispute the number of
15 Workweeks with which they have been credited or the amount of their Individual
16 Settlement Payment, Class Members may produce evidence to the Settlement
17 Administrator showing that such information is inaccurate. Absent evidence rebutting
18 Defendant's records, Defendant's records will be presumed determinative. However, if a
19 Class Member produces evidence to the contrary by the Response Deadline, the Parties
20 will evaluate the evidence submitted by the Class Member and the Parties will make the
21 final decision as to the number of eligible Workweeks that should be applied and/or the
22 Individual Settlement Payment to which the Class Member may be entitled. If the Parties
23 do not agree, the dispute will be submitted to the Court.

24 54. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the
25 requirements listed herein, that Class Member will be given an opportunity to cure the
26 defect(s). The Settlement Administrator will mail the Class Member a cure letter within
27 three (3) business days of receiving the defective submission to advise the Class Member
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1 that his or her submission is defective and that the defect must be cured to render the
2 Request for Exclusion valid. The Class Member will have until the later of (a) the
3 Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
4 whichever date is later, to postmark a revised Request for Exclusion. If a Class Member
5 responds to a cure letter by filing a defective claim, then the Settlement Administrator will
6 have no further obligation to give notice of a need to cure. If the revised Request for
7 Exclusion is not postmarked within that period, it will be deemed untimely.

8 55. Request for Exclusion Procedures: Class members will be provided forty-five (45) days
9 within which to submit requests for exclusion. Any Class Member wishing to opt-out from
10 the release of the Released Class Claims must sign and postmark a written Request for
11 Exclusion to the Settlement Administrator by the Response Deadline. The Request for
12 Exclusion must include (a) the Class Member's name, address, telephone number, and the
13 last four digits of the Class Member's Social Security number and/or the Employee ID
14 number and (b) a clear statement requesting to be excluded from the settlement of the class
15 claims. The date of the postmark on the return mailing envelope receipt confirmation will
16 be the exclusive means to determine whether a Request for Exclusion has been timely
17 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator,
18 who will certify jointly to Class Counsel and Defendant's Counsel the Requests for
19 Exclusion that were timely submitted. All Class Members who do not request exclusion
20 from the Action will be bound by all terms of the Settlement Agreement if the Settlement
21 is granted final approval by the Court. The Request for Exclusion shall not be effective as
22 to the release of claims arising under the Private Attorneys General Act.

23 56. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members
24 (rounded to the next whole number) elect not to participate in the Settlement, Defendant
25 may, at their election, rescind the Settlement Agreement and all actions taken in
26 furtherance of it will be thereby null and void. Defendant must meet and confer with Class
27 Counsel prior to exercising this right and must make clear their intent to rescind the
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1 Agreement within thirty (30) calendar days of the Settlement Administrator notifying the
2 Parties of these opt-outs. If Defendant exercises their right to rescind the Agreement,
3 Defendant shall be responsible for all Settlement Administration Costs incurred to the date
4 of rescission.

5 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete
6 funding of the Gross Settlement Amount, any Class Member who does not affirmatively
7 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be
8 bound by all of its terms, including those pertaining to the Released Class Claims, as well
9 as any Judgment that may be entered by the Court if it grants final approval to the
10 Settlement. Class Members who opt-out of the Settlement shall not be bound by such
11 Judgment or the Class Release. However, the opt-out shall not be effective as to the release
12 of claims arising under the Private Attorneys General Act. The names of Class Members
13 who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff
14 and Defendant and noted in the proposed Judgment submitted to the Court.

15 58. Objection Procedures: Class members will be provided forty-five (45) days within which
16 to submit objections. To object to the Class portion of the Settlement, a Participating Class
17 Member must postmark a valid Objection to the Settlement Administrator on or before
18 the Response Deadline. The Objection must be signed by the Participating Class Member
19 and contain all information required by this Settlement Agreement including the
20 employees full name, address, telephone number, the last four digits of their social security
21 number and/or Employee ID number, the name of the case and case number, and the
22 specific reason including any legal grounds for the Participating Class Members objection.
23 The postmark date will be deemed the exclusive means for determining that the Notice of
24 Objection is timely. Participating Class Members who fail to object in the manner
25 specified above will be foreclosed from making a written objection, but shall still have a
26 right to appear at the Final Approval Hearing in order to have their objections heard by
27 the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise
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1 encourage Participating Class Members to submit written objections to the Settlement or
2 appeal from the Order and Judgment. Class Counsel will not represent any Class Members
3 with respect to any objections to this Settlement.

4 59. Certification Reports Regarding Individual Settlement Payment Calculations: The
5 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly
6 report which certifies: (a) the number and names of Participating Class Members from the
7 Settlement Class who have disputed their anticipated Individual Settlement Payment; (b)
8 the number of Class Members who have submitted valid Requests for Exclusion; and (c)
9 any objections submitted to the Settlement along with a copy of any such objection.
10 Additionally, the Settlement Administrator will provide to counsel for both Parties any
11 updated reports regarding the administration of the Settlement Agreement as needed or
12 requested.

13 60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to
14 Participating Class Members and PAGA Members will be negotiable for at least one
15 hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member
16 does not cash his or her Settlement Check or PAGA payment check within 180 days, the
17 uncashed funds, subject to Court approval, shall be distributed to the Controller of the
18 State of California to be held pursuant to the Unclaimed Property Law, California Civil
19 Code §1500, *et. seq.* for the benefit of those Participating Class Members and PAGA
20 Members who did not cash their checks until such time that they claim their property. The
21 Parties agree that this disposition results in no "unpaid residue" under California Civil
22 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
23 Participating Class Members and the entire 25% portion of the PAGA Payment will be
24 paid out to the PAGA Members, whether or not they all cash their Settlement Checks or
25 PAGA payment checks. Therefore, Defendant will not be required to pay any interest on
26 such amounts. The Individual Settlement Payments provided to Participating Class
27 Members and to PAGA Members shall prominently state the expiration date or a statement
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1 that the Settlement Check will expire in one hundred eighty (180) days, or alternatively,
2 such a statement may be made in a letter accompanying the Individual Settlement
3 Payment. Expired Individual Settlement Payments will not be reissued, except for good
4 cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed
5 funds will result from the settlement.

6 61. Administration of Taxes by the Settlement Administrator: The Settlement Administrator
7 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members,
8 and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
9 amounts paid pursuant to this Settlement. The Settlement Administrator will also be
10 responsible for forwarding all payroll taxes and penalties to the appropriate government
11 authorities.

12 62. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of
13 the payments called for hereunder, and Plaintiff and Participating Class Members are not
14 relying on any statement, representation, or calculation by Defendants or by the Settlement
15 Administrator in this regard. Plaintiff and Participating Class Members understand and
16 agree that they will be solely responsible for the payment of any taxes and penalties
17 assessed on the payments described herein. Defendant's share of any employer payroll
18 taxes and other required employer withholdings due on the Individual Settlement
19 Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall
20 be paid separate and apart from the Gross Settlement Amount.

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

12 64. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that
13 they have not directly or indirectly assigned, transferred, encumbered, or purported to
14 assign, transfer, or encumber to any person or entity any portion of any liability, claim,
15 demand, action, cause of action or right herein released and discharged.

16 65. Release by Participating Class Members: Upon the complete funding of the Gross
17 Settlement Amount and all applicable employer-side payroll taxes by Defendant,
18 Participating Class Members shall fully release and discharge the Released Parties from
19 the Released Class Claims that arose during the Class Period. This release shall be binding
20 on all Participating Class Members.

21 66. Release by the State of California and LWDA: Upon the complete funding of the Gross
22 Settlement Amount and all applicable employer-side payroll taxes by Defendant, the
23 LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall fully
24 release and discharge the Released Parties from the Released PAGA Claims that arose
25 during the PAGA Period. The Parties intend for this PAGA settlement to have claim
26 preclusion, issue preclusion, or otherwise bar a representative action if an aggrieved
27 employee were to bring a subsequent claim on behalf of the LWDA based on the same
28

factual predicate as this action and covering the same time period.

67. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross Settlement Amount, Plaintiff agrees—on behalf of himself only—to the additional following General Release: In consideration of Defendants’ promises and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to his employment by Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by 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 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.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553).

68. Neutral Employment Reference: Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that

any potential or future employers of Plaintiff requests a reference regarding Defendants' employment of Plaintiff, Defendants shall only provide Plaintiff's dates of employment, job titles during employment, and final rate of pay. Defendants shall not refer to the Action or this Settlement.

69. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this settlement for any reason, the Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendants agree that they will not oppose Plaintiff's motion for Preliminary Approval, so long as it is in line with the terms of this Settlement Agreement and does not make any material misrepresentations of the case. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement and the

Memorandum of Understanding entered into by the Parties, and all obligations under this Settlement Agreement and the Memorandum of Understanding being nullified and voided.

71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendants agree they shall not oppose the granting of the Motion for Final Approval, provided Defendants have not exercised their right to rescind pursuant to the terms of this Agreement.

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

73. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set

forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

74. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

75. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

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

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

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

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

that counsel for the Parties will exchange among themselves original signed counterparts.

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

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

82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

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

84. 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, Defendants do not admit, and specifically deny, 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 Defendants of any such violations or failures to comply with any applicable law. 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 on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

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

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

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

88. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been

1 prepared by counsel for one of the Parties, it being recognized that, because of the arms-
2 length negotiations between the Parties, all Parties have contributed to the preparation of
3 this Settlement Agreement.

4 89. Representation by Counsel: The Parties acknowledge that they have been represented by
5 counsel throughout all negotiations that preceded the execution of this Agreement, and
6 that this Agreement has been executed with the consent and advice of counsel and
7 reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are
8 no liens on the Agreement.

9 90. All Terms Subject to Final Court Approval: All amounts and procedures described in this
10 Settlement Agreement herein will be subject to final Court approval.

11 91. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to
12 promote participation in the Settlement, and in seeking court approval of the Settlement.
13 The Parties and their counsel agree not to take any action to encourage any Class Members
14 to opt out of and/or object to the Settlement. Defendants agree not to obtain any settlement
15 agreement waivers, *Pick-Up-Stix* agreements or arbitration agreements from any Class
16 Member prior to the funding of the Gross Settlement Amount concerning claims released
17 via this Agreement, or enter into any arbitration agreement with any Class Member that
18 covers the claims released via this Agreement during the Settlement approval process prior
19 to the funding of the Gross Settlement Amount and that the Parties will work in good faith
20 to reach an agreement approved by the Court. Defendants further agree that it will not
21 oppose Plaintiff's motion for preliminary approval or motion for final approval.

22 92. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement
23 confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class
24 Counsel, Defendants and their counsel agree that they will not issue any press releases,
25 initiate any contact with the press, respond to any press inquiry or have any
26 communication with the press about the fact, amount or terms of the Settlement
27 Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill
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disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

93. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law. The Parties agree that the Court shall have jurisdiction to enforce the terms and conditions of the settlement pursuant to Code of Civil Procedure section 664.6 upon notice motion of any party.

94. Privileged Class Data: Information, documents, records, policies, and data provided to Class Counsel pursuant to Cal. Evid. Code section 1152, under the mediation privilege, or otherwise in this matter, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, shall only be used with respect to this Settlement, and no other purpose, and shall not be used in any way that violates any existed contractual agreement, statute, or rule of court. Class Counsel shall not use Defendants' policies, records, data, information, employee names, or any other materials provided in this matter to file a subsequent lawsuit against Defendants. These privileged materials shall not be shared with any other individual, entity, law firm, or party.

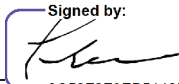
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Dated: 7/1/2025

PLAINTIFF

Signed by:
By: 
9C59F8F9EB5143D...
FRANCISCO GONZALEZ RUVALCABA

Dated: July 1, 2025

PROTECTION LAW GROUP, LLP

By: 
Ryan Chuman, Esq.
Arnel O. Tan, Esq.
Joseph O. Marshall, Esq.
Christine V. Reyes, Esq.
Attorneys for Plaintiff, FRANCISCO
GONZALEZ RUVALCABA

Dated: _____

DEFENDANT

MODIFIED PLASTICS, INC.

By: _____

Name: _____

Title: _____

Dated: _____

DEFENDANT

COLOR SCIENCE, INC.

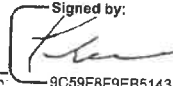
By: _____

Name: _____

Title: _____

1
2 Dated: 7/1/2025

3 **PLAINTIFF**

4 By:  Signed by:
5 FRANCISCO GONZALEZ RUVALCABA
6

7 Dated: July 1, 2025

8 **PROTECTION LAW GROUP, LLP**

9 By: 
10 Ryan Chuman, Esq.
11 Arnel O. Tan, Esq.
12 Joseph O. Marshall, Esq.
13 Christine V. Reyes, Esq.
14 Attorneys for Plaintiff, FRANCISCO
15 GONZALEZ RUVALCABA

16 Dated: 7/24/25

17 **DEFENDANT**

18 MODIFIED PLASTICS, INC.

19 By: 

20 Name: TROY EUBANK

21 Title: COO

22 Dated: 7/24/25

23 **DEFENDANT**

24 COLOR SCIENCE, INC.

25 By: 

26 Name: TROY EUBANK

27 Title: COO

1 Dated: 7/24/25

DEFENDANT

2 ~~PLASTICS ANALYTICAL LABORATORY, INC.~~

3 By: [Signature]

4 Name: TROY EDDMS

5 Title: V.P. OPERATIONS

6
7
8 Dated: July 24, 2025

O'HAGAN MEYER

9
10 By: [Signature]

Vickie V. Grasu, Esq.

Kyle Aronson, Esq.

11 *Attorneys for Defendants, MODIFIED*
12 PLASTICS, INC., COLOR SCIENCE, INC.
13 AND PLASTICS ANALYTICAL
14 LABORATORY, INC.