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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

OSMIN ANTONIO JOYA GARCIA, an
individual, on behalf of himself and all others
similarly situated,

Plaintiff,

vs.

SAN JOAQUIN DOOR & SUPPLY, INC., a
California Corporation; and DOES 1 TO 50,

Defendants.

Case No.: 23CV040971

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

Complaint Filed: October 11, 2022
FAC Filed: August 10, 2023

TO THE HONORABLE COURT:

This Joint Stipulation for Class Action & PAGA Settlement (“Settlement Agreement” or “Settlement”) is made and entered into by and between Plaintiff Osmin Antonio Joya Garcia (“Plaintiff”), individually and on behalf of others similarly situated, and Defendant San Joaquin Door & Supply (“Defendant”) (collectively, Defendant and Plaintiff will be referred to as the “Parties”), and is subject to the terms and conditions below, and to the Court’s approval. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties will be returned to their respective positions immediately before and as if they had never executed this Settlement Agreement as more fully set forth below.

DEFINITIONS

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

1. “Action” means *Osmin Antonio Joya Garcia vs. San Joaquin Door & Supply, Inc.*, Alameda County Superior Court Case No. 23CV040971.

2. “Approval” means the Court’s order granting full and final approval of the Settlement.

3. “Claims Administrator” means Simpluris, the third-party class action settlement claims administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

4. “Claims Administration Expenses” means the costs payable to the Claims Administrator for administering this Settlement, including, but not limited to, printing, translating into Spanish, conducting a National Change of Address search, distributing (including with appropriate postage), and tracking documents for this Settlement in English and

Spanish; any searches to locate any Class Members or PAGA Group Members; tax reporting, distributing the Individual Settlement Payments, Class Counsel Fees and Costs, and providing necessary certification of completion of notice, reports, and declarations; and establishing and administering a qualified settlement fund account and other responsibilities as set forth in this Settlement Agreement and as requested by the Parties. The Claims Administration Expenses are currently estimated to be not more than Seven Thousand Dollars and Zero Cents (\$7,000.00).

5. “Class Counsel” means Jonathan Melmed, Esq.; Megan E. Ross, Esq.; and Hannah Becker, Esq. of Melmed Law Group, P.C.

6. “Class Counsel Fees and Costs” means attorneys’ fees, costs, and expenses approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of this Settlement Agreement or Court order, securing the Court’s Approval, administering the Settlement Agreement, and obtaining entry of the judgment terminating the Action. Defendant agrees not to oppose an attorneys’ fees request not to exceed thirty-three percent (33%) of the Gross Settlement Amount, or one hundred and seventy-nine thousand, nine hundred dollars, and zero cents (\$174,900.00), and a reasonable attorneys’ expenses request, not to exceed nine thousand, four hundred, and sixty-two dollars and ninety-four cents (\$9,462.94), as documented in Class Counsel’s billing statement.

7. “Class List” means a complete list of all Class Members that Plaintiff and Defendant will diligently and in good faith compile from their records and provide on a confidential basis to the Claims Administrator within twenty-one (21) days after the Court’s entry of an order granting preliminary approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and Defendant will use its best efforts to include each Class Member’s full name, most recent mailing address, last known telephone number if readily available, dates of employment or number of workweeks worked during the Class Period, and Social Security Number.

8. “Class Member(s)” or “Settlement Class” means Plaintiff and all individuals who worked for Defendant in California as non-exempt employees at any time during the Class Period.

9. “Class Period” means the period from August 17, 2019, through August 27, 2024, or the date that a preliminary approval order is entered, whichever is earlier.

10. “Class Representative” means Plaintiff.

11. “Class Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of claims asserted on behalf of the Class Members.

12. “Court” means the Alameda County Superior Court, or any other court taking jurisdiction of the Action.

13. “Defendant’s Counsel” means Robert Pepple, Esq.; Alejandro J. Castro, Esq.; and Gabriel A. Mendoza, Esq., of Nixon Peabody LLP.

14. “Effective Date” means the date when the Court’s Approval becomes final. For purposes of this Paragraph, the Court’s Approval “becomes final” upon the last to occur of the following: (a) if there are no objections to the Settlement, the date the Court enters an order granting final approval of the Settlement; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not sought from the Court’s order granting final approval, the day after the time period to appeal the Settlement has expired, i.e., sixty (60) days from the date the Court enters an order granting final approval of the Settlement; or (c) if there are objections to the Settlement, and an appeal, review, or writ is timely sought from the Court’s order granting final approval, the day after the Court’s order granting final approval is affirmed or the appeal, review, or writ is dismissed or denied, and the Court’s order granting final approval is no longer subject to further judicial review.

15. “Estimated Workweeks” means Defendant’s good faith estimate of the number of workweeks worked by all Class Action Members during from the start of the Class Period through May 29, 2024, which is approximately 15,100.

16. “Enhancement Award” shall mean any additional monetary payment provided to the Class Representative for his efforts and risks on behalf of the Settlement Class in this Action,

1 and in exchange for not opting out of the class action portion of the settlement.

2 17. "Gross Settlement Amount" means the maximum settlement amount of five
3 hundred thousand, thirty dollars, and zero cents (\$530,000.00), which has been and/or will be
4 paid by Defendant in full satisfaction of all claims arising from the Action. The Gross Settlement
5 Amount includes the Claims Administration Expenses, Enhancement Award, Class Counsel
6 Fees and Costs, the Class Settlement Amount, and the PAGA Settlement Amount in the amount
7 of twenty-five thousand dollars and zero cents (\$25,000.00) of which 75% or eighteen thousand,
8 seven hundred, and fifty dollars and zero cents (\$18,750.00) will be paid to the Labor Workforce
9 Development Agency ("LWDA") and 25% or six thousand, two hundred, and fifty dollars and
10 zero cents (\$6,250.00) to PAGA Group Members. Defendant will pay the employer's share of
11 payroll taxes, as applicable, in addition to the Gross Settlement Amount. Under no circumstances
12 will Defendant pay more than the Gross Settlement Amount and the employer's share of payroll
13 taxes, as applicable.

14 18. "Individual Settlement Payment" means each Participating Class Member's and
15 PAGA Group Member's individual share of the Net Settlement Amount, to be distributed to
16 Plaintiff, PAGA Group Members, and Class Members who do not request exclusion from the
17 settlement.

18 19. "LWDA" means the California Labor & Workforce Development Agency.

19 20. "Net Settlement Amount" means the maximum amount available for distribution
20 to the Class Members and PAGA Group Members, after deduction of Class Counsel Fees and
21 Costs, Enhancement Award, Claims Administration Expenses, and the eighteen thousand, seven
22 hundred, and fifty dollars and zero cents (\$18,750.00) as the PAGA Settlement Amount payable
23 to the LWDA from the Gross Settlement Amount.

24 21. "Notice of Objection" means a Class Member's valid and timely written
25 objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the
26 objector's full name, signature, address, and telephone number; and (ii) a written statement of
27 all grounds for the objection accompanied by any legal support for such objection. Further, an
28 objector may appear at the final approval hearing, either in person or through counsel, at their

expense, regardless of whether the objector submitted a Notice of Objection. The Parties will be permitted to respond in writing to such objections at least seven (7) days before the final approval hearing or within the time period set by the Court, provided that PAGA Group Members will not be permitted to object or opt out of the PAGA portion of this Settlement.

22. “Notice” means the document titled “Notice of Class Action Settlement,” substantially in the form attached as Exhibit A.

23. “Operative Complaint” means the operative complaint filed in the Action on October 27, 2023, and all amendments thereto.

24. “PAGA” means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §2698, et seq.

25. “PAGA Group Member(s)” means Plaintiff and all current and former hourly non-exempt employees of Defendant within California at any time during the PAGA Period.

26. “PAGA Notice” means Plaintiff’s August 16, 2023 letter, directed to Defendant and the LWDA, providing notice pursuant to Labor Code Section 2699.3, subd.(a).

27. “PAGA Period” means the period from August 17, 2022, through August 27, 2024, or the date that a preliminary approval order is entered, whichever is earlier.

28. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of claims asserted that arise under PAGA. The Parties have agreed that the PAGA Settlement Amount is twenty-five thousand dollars and zero cents (\$25,000.00), subject to Court approval. Of the PAGA Settlement Amount, 75% or eighteen thousand, seven hundred and fifty dollars and zero cents (\$18,750.00) will be paid to the LWDA and the remaining twenty-five percent (25%) or six thousand, two hundred, and fifty dollars and zero cents (\$6,250.00) will be distributed to PAGA Group Members.

29. “PAGA Workweeks” means Defendant’s good faith estimate of the number of workweeks worked by all PAGA Group Members during from the start of the PAGA Period through May 29, 2024, which is approximately 8,100. Defendant has weekly pay periods.

30. “Participating Class Members” means all Class Members who do not submit valid Requests for Exclusion.

1 31. “Preliminary Approval” means the Court order granting preliminary approval of
2 the Settlement Agreement.

3 32. “Released Class Claims” means any and all claims, liabilities, demands,
4 obligations, penalties, costs, expenses, attorneys’ fees, damages, action, or causes of action of
5 whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged or
6 that reasonably could have been alleged based on the facts alleged in the Complaint filed August
7 17, 2023, including but not limited to claims for (a) Minimum Wage Violations [Lab. Code §§
8 1194, 1194.2, 1197, 1197.1, 1198]; (b) Overtime Violations [Lab. Code §§ 510, 1194, 1199];
9 (c) Rest Break Violations [Lab. Code §§ 226.7, 512]; (d) Meal Break Violations [Lab. Code §§
10 226.7, 512]; (e) Untimely Wages During Employment [Lab. Code §§ 204, 210]; (f) Untimely
11 Wages at Separation [Lab. Code §§ 203, 256]; (g) Failure to Reimburse Business Expenses
12 [Lab. Code § 2802]; and (h) Recordkeeping Violations [Lab. Code §§ 226, 226.3, 1174], as
13 well as any and all claims, liabilities, demands, obligations, penalties, costs, expenses,
14 attorney’s fees, damages, action, or causes of action of whatever kind or nature, whether known
15 or unknown, contingent or accrued, that are alleged or that reasonably could have been alleged
16 based on the facts alleged in the Second Amended Complaint that Plaintiff will file in this
17 Action, adding additional facts and theories that were discussed, valued, and resolved at
18 mediation for valuable consideration on May 29, 2024, defined in illustrative (non-exhaustive)
19 part below; (i) any right or claim for unfair business practices in violation of California Business
20 & Professions Code Sections 17200, et seq., based on the alleged failures set forth in (a)–(h)
21 and that were alleged, or that reasonably could have been alleged, based on the facts alleged in
22 the Action and expressly excluding all other claims, including claims for unemployment
23 insurance, disability, Social Security, and workers’ compensation, and claims outside of the
24 Class Period; and (j) any violation of the California Labor Code arising from or related to the
25 conduct alleged in in (a)–(h) and that were alleged, or that reasonably could have been alleged
26 based on the facts alleged in the Action, including violation of California Labor Code Sections
27 201, 202, 203, 204, 210, 226.7, 256, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1,
28 1198, 1198.5, 1199, 2802, 2804, and IWC Wage Orders. The Released Class Claims will cover

1 all Class Members who do not submit a Request for Exclusion. The Parties agree that the
2 judgment, and the Released Class Claims provided herein, shall have *res judicata* effect.

3 33. “Released PAGA Claims” means any and all claims for civil penalties under
4 PAGA based on the labor code violations alleged in the PAGA Notice sent by Plaintiff to the
5 LWDA, including, but not limited to, California Labor Code Sections 201, 202, 203, 204, 210,
6 226.7, 256, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802,
7 2804, and IWC Wage Orders that were alleged in the PAGA Notice, which enclosed the
8 Operative Complaint that Plaintiff subsequently filed, as well as all facts, theories, or claims for
9 civil penalties that would be considered administratively exhausted under applicable law by the
10 PAGA Notice Plaintiff sent to the LWDA. PAGA Group Members, regardless of whether they
11 submit timely and valid Requests for Exclusion from the Settlement Class, and the State of
12 California and the LWDA, will release all claims under PAGA that could have been premised
13 on the claims, causes of action, or legal theories described the Operative Complaint during the
14 PAGA Period, or, in the alternative, all facts, theories, or claims for civil penalties that would be
15 considered administratively exhausted under applicable law by the PAGA Notice. Plaintiff
16 agrees to file a second PAGA Notice (“Amended PAGA Notice”) that supplements the original
17 PAGA Notice and includes additional facts and theories that were discussed, valued, and
18 resolved at mediation for due consideration on May 29, 2024, including, but not limited to,
19 failure to provide accurate itemized paystubs (Lab. Code § 226), failure to separately compensate
20 meal and rest periods and/or non-productive time for piece-rate workers, misclassification of
21 non-exempt employees, unlawful rounding, and unlawful and/or auto-deduction of time worked
22 (Lab. Code § 226.3); sick time violations (Lab. Code § 246); and civil penalties under Labor
23 Code Section 558, as well as all facts, theories, or claims for civil penalties that would be
24 considered administratively exhausted by or through the PAGA Notice and/or Amended PAGA
25 Notice. The Parties agree that the judgment, and Released PAGA Claims provided herein, shall
26 have *res judicata* effect. This Released PAGA Claims will cover all PAGA Group Members
27 regardless of whether they opt out of the Released Class Claims.

28 34. “Released Parties” means Defendant and Defendant’s former and present

1 parents, subsidiaries, and affiliated companies and entities, franchisors and franchisees, and
2 their current, former, and future owners, officers, shareholders, directors, members, managers,
3 operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders,
4 attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns,
5 or legal representatives, both individually and in their business capacities, and any individual
6 or entity who or that could be jointly liable with Defendant and all persons or entities acting by,
7 through, under, or in concert with any of them, including but not limited to any and all staffing
8 agencies and professional employment organizations that supplied employees to Defendant, or
9 performed professional employment organization services, as applicable; Doe Defendants; and
10 anyone that can be held legally responsible for the claims alleged in the Operative Complaint.

11 35. “Request for Exclusion” means a timely letter submitted by a Class Member
12 indicating a request to be excluded from the class action portion of the Settlement. The Request
13 for Exclusion must: (a) set forth the name, address, telephone number, and last four digits of
14 the Social Security Number of the Class Member requesting exclusion; (b) be signed by the
15 Class Member; (c) be returned by mail or fax to the Claims Administrator at the specified
16 address or fax number indicated in the Notice; (d) clearly state that the Class Member does not
17 wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response
18 Deadline.

19 36. “Response Deadline” means the deadline by which Class Members must fax or
20 postmark to the Claims Administrator a valid Request for Exclusion from the class action
21 portion of the Settlement or submit objections to the Settlement or dispute workweeks. The
22 Response Deadline will be forty-five (45) days from the initial mailing of the Notice by the
23 Claims Administrator. The Response Deadline for Request for Exclusion of, objection to, or
24 disputed workweeks will be extended by fifteen (15) days for any Class Member who is re-
25 mailed a Notice by the Claims Administrator in accordance with the notice procedure described
26 in this Settlement Agreement. The Response Deadline may also be extended by express
27 agreement between Class Counsel and Defendant’s Counsel.

1 37. “Subclasses” means the two subclasses into which the Class Members are
2 divided for the purposes of settlement, including (i) the arbitration agreement subclass and (ii)
3 the non-arbitration agreement subclass. The arbitration agreement subclass includes all
4 Participating Class Members who have executed a valid and binding arbitration agreement with
5 the Defendant, which includes a class-action waiver. These members are generally prohibited
6 from participating in class actions, and as such, the Parties have agreed that the arbitration
7 agreement subclass will receive a reduced pro rata amount from the Class Settlement Amount.
8 Accordingly, the arbitration agreement subclass will receive a reduced pro rata amount relative
9 to the non-arbitration agreement subclass by a factor of fifty percent (50%).

10 37(a) To illustrate, assume a Net Settlement Amount of three hundred thirty
11 thousand dollars (\$330,000) and without assigning any importance to
12 the figures discussed in this illustration. Given this Net Settlement
13 Amount covering approximately fifteen thousand one hundred
14 (15,100) workweeks, allocated using a two to one (2 to 1) ratio,
15 employees without arbitration agreements (estimated five thousand
16 (5,000) workweeks) might receive about forty-three dollars and 71
17 cents (\$43.71) per workweek, while those with arbitration agreements
18 (estimated ten thousand one hundred(10,100) workweeks) might
19 receive twenty-one dollars and eighty-six cents (\$21.86) per
20 workweek. This ensures the total net settlement distribution remains
21 within three hundred thirty thousand (\$330,000).

22 **TERMS OF AGREEMENT**

23 Plaintiff, both individually and on behalf of the Settlement Class, and Defendant agree
24 as follows:

25 38. *Impact of Any Court Determination Not to Enter Final Approval Order.* In the
26 event the Court does not enter an order granting final approval and this Settlement Agreement
27 does not become effective, the following will occur:
28

- 1 a. On the date final approval is denied, the status of the Action will be
2 deemed to return to its status at the time immediately before and as if the
3 Parties had never executed this Settlement Agreement; and
4 b. Defendant will pay the Claims Administrator for any costs incurred by the
5 Claims Administrator.

6 39. *Settlement Funding.* Within thirty (30) days of the Court's Approval becoming
7 final, as explained in Paragraph 14, Defendant will make the entire Gross Settlement Amount
8 in the amount of five hundred and thirty thousand dollars and zero cents (\$530,000.00).
9 Defendant will also make payment of the employers' share of the payroll taxes, which shall be
10 paid in addition to the Gross Settlement Amount.

11 40. *Class Counsel Fees and Costs.* Defendant agrees not to oppose or impede any
12 application or motion by Class Counsel for Class Counsel Fees in the amount of up to one
13 hundred and seventy-four thousand, nine hundred dollars, and zero cents (\$174,900.00).
14 Defendant also agrees not to oppose or impede any application by Class Counsel for the
15 reimbursement of the actual costs and expenses associated with Class Counsel's litigation and
16 settlement of the Action. In consideration of their awarded attorneys' fees and costs and
17 expenses, Plaintiff and Class Counsel waive any and all claims to any further attorneys' fees
18 and expenses in connection with the Action.

19 41. *Enhancement to Plaintiff.* Plaintiff may petition the Court to approve an
20 Enhancement Award in an amount up to ten thousand dollars and zero cents (\$10,000.00) to
21 acknowledge Plaintiff's efforts on behalf of the Class Members in this Action, including
22 assisting in the investigation and consulting with Class Counsel. Defendant shall not oppose
23 any request by Plaintiff for an Enhancement Award in such an amount. Any Enhancement
24 Award approved by the Court shall be paid to Plaintiff from the Gross Settlement Amount and
25 shall be in addition to any distribution to which they may otherwise be entitled under this
26 Agreement. Any Enhancement Award approved by the Court shall not be considered wages,
27 and the Claims Administrator shall issue to Plaintiff an IRS Form-1099 reflecting such payment.
28 Plaintiff shall be responsible for the payment of all taxes with respect to any Enhancement

1 Award approved by the Court and shall hold Defendant harmless from all liability with regard
2 thereto.

3 42. *Claims Administration Expenses.* The Claims Administrator will be paid for the
4 reasonable fees and costs of administration of the Settlement, which are estimated not to exceed
5 Seven Thousand dollars and zero cents (\$7,000.00). These will include, *inter alia*, fees and costs
6 payable to the Claims Administrator for printing, translating into Spanish (or other first-
7 languages of Class Members, if necessary), distributing (including with appropriate postage),
8 and tracking documents for this Settlement in English and Spanish; any searches to locate any
9 Class Members, calculating estimated amounts per Class Member; tax reporting, distributing
10 the Individual Settlement Payments, Class Counsel Fees and Costs, payment to LWDA from
11 the PAGA Settlement Amount; and providing necessary certification of completion of notice,
12 reports, and declarations; establishing and administering a Qualified Settlement Fund account,
13 required tax reporting on the Individual Settlement Payments, issuing 1099 and W-2 IRS forms,
14 calculating the employers' share of payroll taxes on the wage portion of the Individual
15 Settlement Payments and coordinating related reporting; and other responsibilities as requested
16 by the Parties. The Claims Administration Expenses will be paid from the Gross Settlement
17 Amount.

18 43. *Net Settlement Amount.* The Net Settlement Amount will be used to satisfy
19 Individual Settlement Payments to Participating Class Members and PAGA Group Members in
20 accordance with the terms of this Agreement.

21 44. *Individual Share of Class Settlement Amount.* Defendant will provide the Claims
22 Administrator with the total number of workweeks for each Participating Class Member. The
23 Claims Administrator will divide the Net Settlement Amount less six thousand, two hundred,
24 and fifty dollars and zero cents (\$6,250.00) (or the Court-approved amount from the PAGA
25 Settlement Amount allocated for payment to PAGA Group Members) by the total number of
26 workweeks for Participating Class Members and then multiply this amount by each
27 Participating Class Member's total number of workweeks to yield that employee's individual
28 share of the Class Settlement Amount. Any one day worked during a workweek will be credited

as a full workweek. This formula is reflected as follows:

$$\frac{\text{Net Settlement Amount – PAGA Settlement Amount}}{\text{Total number of workweeks for all Participating Class Members}} \times \text{Participating Class Member's workweeks}$$

In the event a Class Member submits a timely Request for Exclusion from the settlement, the Class Member will not receive their individual share of the Class Settlement Amount and their individual share of the Class Settlement Amount will be added to the Net Settlement Amount.

45. *Individual Share of PAGA Settlement Amount.* In addition, each PAGA Group Member will receive an individual share of the six thousand, two hundred, and fifty dollars and zero cents (\$6,250.00) portion of the PAGA Settlement Amount intended for the PAGA Group Members (or twenty-five percent (25%) of the PAGA Settlement Amount approved by the Court). The individual share of the PAGA Settlement Amount shall be calculated by the Claims Administrator, with a formula similar to payments to Participating Class Members. Any one day worked during a workweek will be credited as a full workweek. This formula is reflected as follows:

$$\frac{\text{25\% of PAGA Settlement Amount to PAGA Group Members}}{\text{Total number of workweeks for all PAGA Group Members during PAGA Period}} \times \text{Individual PAGA Group Member's workweeks during PAGA Period}$$

No PAGA Group Member will be permitted to exclude themselves from the PAGA claim portion of the Settlement. The individual share of the PAGA Settlement Amount will be

distributed by the Claims Administrator by mail to the PAGA Group Members, including to those Class Members who submitted a request for exclusion.

46. *Escalator Clause.* In the event the actual total number of workweeks exceeds fifteen thousand one hundred (15,100) by more than ten percent (10%) (i.e., $15,100 \times 0.1$), the Gross Settlement Amount shall be increased on pro rata basis at a value of thirty-five dollars and ten cents (\$35.10) per workweek. For example, if the total number of workweeks is sixteen thousand six hundred and eleven hours (16,611 ($15,100 + 1,510 + 1$)), Defendant would have to increase the Gross Settlement Value by thirty-five dollars and ten cents (\$35.10) for a total of five hundred and thirty thousand, thirty-five dollars, and ten cents (\$530,035.10 or \$530,000.00 + \$35.10). Defendant will provide a signed declaration stating the total number of workweeks in the Class Period and the Parties will inform the Court if the escalator clause has been triggered.

47. *No Credit Toward Benefit Plans.* All Class Settlement Amounts received by Class Members shall be deemed to be income to such Class Members solely in the year in which such payments actually are received by the Class Members. It is expressly understood and agreed that the receipt of such Class Settlement Amounts will not entitle any Class Member to additional compensation or benefits under any company bonus, paid time off (including vacation and sick leave); or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement Agreement that the Class Settlement Amounts provided for in this Settlement Agreement are the sole payments to be made by Defendant to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received their share of the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

48. *Claims 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.

49. *Delivery of the Class List.* Within twenty-one (21) days of Preliminary Approval, Defendant, with the assistance of Plaintiff, will provide the Class List to the Claims Administrator.

50. *Notice by First-Class U.S. Mail.* Within seven (7) days after receiving the Class List from Defendant, or in accordance with the timelines set forth in this Joint Stipulation for Class Action and PAGA Settlement, the Claims Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail.

51. *Confirmation of Contact Information in the Class Lists.* Before mailing, the Claims 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 returned to the Claims 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, and the Claims Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Claims Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or Social Security Number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice will have between the later of (i) an additional fifteen (15) days or (ii) the Response Deadline to fax or postmark a Request for Exclusion, submit an objection to the Settlement, or dispute workweeks.

52. *Notice.* All Class Members will be mailed the Notice. The Notice will also be translated and provided in Spanish. The Notice will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement Agreement's principal terms; (3) the Settlement Class definition; (4) each Class Member's number of workweeks worked during the Class Period; (5) each Class Member's estimated individual share of the Class Settlement Amount; (6) each PAGA Group Member's estimated individual share of the PAGA Settlement

1 Payment; (7) the dates that comprise the Class Period; (8) instructions about how to submit
2 valid Requests for Exclusion, objections, or disputed workweeks; (9) the deadlines by which
3 the Class Member must fax or postmark Request for Exclusions, submit objections to the
4 Settlement, or dispute workweeks; (10) the claims to be released, as set forth in this Settlement
5 Agreement; (11) the Court's updated social distancing rules; and (12) where Class Members
6 may obtain additional information, including any changes to the date and location of court
7 hearings, and the Court's Approval of class action settlement and entering judgment after the
8 final approval hearing (i.e., the Court's website or posted on the Settlement Administrator's
9 website). The Claims Administrator shall also post a copy of the Notice attached as Exhibit A,
10 or any updated Notice as required by the Court, and the motion for preliminary approval and
11 final approval hearing dates, locations, and times and the final judgment on its website.

12 53. *Request for Exclusion Procedures.* Any Class Member wishing to opt out from
13 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
14 Claims Administrator within the Response Deadline. The date of the fax or postmark on the
15 return mailing envelope will be the exclusive means to determine whether a Request for
16 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that
17 they will not solicit or encourage Class Members to opt out or object to this Settlement
18 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group
19 Members are bound by the Court's resolution of that claim. Class Members who are also PAGA
20 Group Members submitting a request for exclusion will nevertheless receive their pro rata share
21 of the twenty-five percent (25%) of the PAGA Settlement Amount allocated for the PAGA
22 Group Members.

23 54. *Defective Submissions.* If a Class Member's Request for Exclusion is defective
24 in relation to the requirements listed in this Settlement Agreement, that Class Member will be
25 given an opportunity to cure the defect(s). The Claims Administrator will mail the Class
26 Member a cure letter within three (3) days of receiving the defective submission to advise the
27 Class Member that their submission is defective and that the defect must be cured to render the
28 Request for Exclusion valid. The Class Member will have until the later of (i) the Response

1 Deadline or (ii) fifteen (15) days from the date of the cure letter to fax or postmark a revised
2 Request for Exclusion.

3 55. *Settlement Terms Bind All Class Members Who Do Not Opt Out.* Any Class
4 Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely
5 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to
6 the Released Class Claims (other than as it applies to the PAGA claims with respect to the
7 PAGA Group Members), as well as any judgment that may be entered by the Court if it grants
8 final approval to the Settlement Agreement. If the Court approves the compromise of the PAGA
9 claim, Class Members who are also PAGA Group Members submitting a request for exclusion
10 will nevertheless be bound by the Court's resolution of that claim and receive their pro rata
11 share of the twenty-five percent (25%) of the PAGA Payment allocated to the PAGA Group
12 Members.

13 56. *Objection Procedures.* To object to the Settlement Agreement, a Class Member
14 may submit a Request for Exclusion and mail a valid Notice of Objection to the Claims
15 Administrator by the Response Deadline. The Claims Administrator will notify counsel for the
16 Parties forthwith via email. Class Counsel will lodge the objection with the Court. The Notice
17 of Objection must be signed by the Class Member and contain all information required by this
18 Settlement Agreement. The postmark date of the mailing will be deemed the exclusive means
19 for determining that the Notice of Objection is timely. Class Members who wish to object will
20 have a right to appear at the final approval hearing, with or without counsel at their own
21 expense, to have their objections heard by the Court, regardless of whether they submitted a
22 Notice of Objection. At no time will any of the Parties or their counsel seek to solicit or
23 otherwise encourage Class Members to submit written objections to the Settlement Agreement
24 or appeal from the Court's order granting final approval and judgment.

25 57. *Workweek Dispute Procedure.* Class Members and/or PAGA Group Members
26 may dispute the number of weeks worked during the Class Period or PAGA Period by
27 submitting a workweek dispute form to the Settlement Administrator by the Response Deadline.
28 The Settlement Administrator will provide any workweek dispute forms it receives to

1 Defendant and Class Counsel within two (2) days of receipt of the workweek dispute form.
2 Defendant may provide additional information to the Settlement Administrator that might
3 enable the Settlement Administrator to determine the correct number of workweeks. The
4 Settlement Administrator shall make a final decision regarding the workweeks for each Class
5 Member or PAGA Group Members who disputes the number of workweeks stated in the Notice,
6 based on the information provided by the submitted workweek dispute form and any
7 information provided by Defendant, if any. The Settlement Administrator's final decision shall
8 be made within fifteen (15) days after the Response Deadline.

9 58. *Certification Reports Regarding Individual Settlement Payment Calculations.*
10 The Claims Administrator will provide Defendant's Counsel and Class Counsel a weekly report
11 that certifies: (i) the number of Class Members who have submitted a valid Request for
12 Exclusion; (ii) the number of Class Members who have submitted a valid Notice of Objection;
13 and (iii) the number of any deficient Requests for Exclusion or objections. Additionally, the
14 Claims Administrator will provide to counsel for both Parties any updated reports regarding the
15 administration of the Settlement Agreement as needed or requested. If requested by Class
16 Counsel or the Court, the Claims Administration shall also provide a declaration attesting to the
17 services to be provided pursuant to this Settlement Agreement and/or the results of the mailing
18 of the Notice.

19 59. *Final Distribution Report by Settlement Administrator.* Within ten (10) days after
20 the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will
21 provide Counsel for both Parties with a final report detailing its disbursements (by employee
22 identification number only) of all payments made under this Agreement. At least fifteen (15)
23 days before any deadline set by the Court, the Administrator will prepare, and submit to Counsel
24 for both Parties, a signed declaration suitable for filing in Court attesting to its disbursement of
25 all payments required under this Agreement. Representative Counsel will be responsible for
26 filing the Administrator's declaration in Court.

27 60. *Timing of Distribution of Payments.* Within five (5) days of Defendant depositing
28 the Gross Settlement Amount, the Claims Administrator will issue payments to (1) Participating

1 Class Members and PAGA Group Members, (2) Plaintiff, (3) Class Counsel, and (4) the
2 LWDA. The Claims Administrator will also issue a payment to itself for Court-approved
3 services performed in connection with the settlement.

4 61. *Uncashed or Undeliverable Settlement Checks.* Individual settlement checks
5 paid to participating Class Members will be valid for one hundred and eighty (180) days.
6 Participating Class Members will have one hundred and eighty (180) days from the date of
7 issuance of the check to cash their checks. For any check not cashed after one hundred and
8 eighty (180) days, the Claims Administrator will send the amount represented by the check to
9 the California State Controller's Office Unclaimed Property Fund, with the identity of the
10 Participating Class Member to whom the funds belong, to be held for the participating Class
11 Member per California Unclaimed Property Law, in the interest of justice. The money paid to
12 the California State Controller's Office Unclaimed Property Fund will remain the Participating
13 Class Member's property. This will allow Participating Class Members who did not cash their
14 checks to collect their Individual Settlement Payments at any time in the future. Therefore, there
15 will be no unpaid residue or unclaimed or abandoned class member funds, and California Code
16 of Civil Procedure Section 384 shall not apply. The funds will be held by the State until claimed
17 by the employee and the uncashed check never ceases to be the employee's property.

18 62. *Certification of Completion.* Upon completion of administration of the
19 Settlement, the Claims Administrator will provide a written declaration under oath to certify
20 such completion to the Court and counsel for all Parties.

21 63. *Treatment of Individual Settlement Payments.* For the purposes of taxes,
22 Individual Shares of the PAGA Settlement Amount will be considered one hundred percent
23 (100%) non-taxable civil penalties. With respect to Individual Shares of the Class Settlement
24 Amount, fifteen percent (15%) will be considered taxable wages; fifteen percent (15%) will be
25 considered non-taxable interest; and seventy percent (70%) will be considered non-taxable
26 penalties. The portion allocated to wages of each individual share of the Class Settlement
27 Amount will be reported on an IRS Form W-2 and the portion allocated to interest and penalties
28 will be reported on an IRS Form-1099 by the Claims Administrator.

1 64. *Administration of Taxes by the Claims Administrator.* The Claims Administrator
2 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Group
3 Members, Class Counsel, and Defendant any W-2, 1099, or other tax forms as may be required
4 by law for all amounts paid pursuant to this Settlement Agreement. The Claims Administrator
5 will also be responsible for forwarding all payroll taxes and other legally required withholdings,
6 and related reporting, to the appropriate government authorities.

7 65. *Defendant's Responsibility for Employer Taxes.* For any portion of the Class
8 Members' individual share of the Class Settlement Amount that are designated as "wages" for
9 purposes of tax reporting, the employer's taxes; and employer contributions of all federal, state,
10 and local taxes (including, but not limited to, FICA, FUTA, and SDI) will be paid in addition
11 to the Gross Settlement Amount, via and with the Claims Administrator's assistance.

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

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
3 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
4 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
6 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
7 AGREEMENT.

8 67. *No Prior Assignments.* The Parties and their counsel represent, covenant, and
9 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
10 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
11 demand, action, cause of action, or right released and discharged in this Settlement Agreement.

12 68. *Release of Claims by Class Members.* Upon the date the Court enters an order
13 granting final approval of the Settlement (i.e., final judgment), all Class Members who do not
14 timely submit a valid Request for Exclusion do and will be deemed to have fully, finally, and
15 forever released, settled, compromised, relinquished, waived, and discharged any and all of the
16 Released Parties of and from any and all Released Class Claims accruing during the Class
17 Period. In addition, on the date the Court enters an order granting final approval of the
18 Settlement Agreement and Defendant fully funds the Gross Settlement Amount, all Class
19 Members who do not timely submit a valid Request for Exclusion and all successors in interest
20 will be barred from prosecuting or participating in any and all Released Class Claims against
21 the Released Parties.

22 69. *Release of Claims by PAGA Group Members.* Upon the date the Court enters an
23 order granting final approval of the Settlement, the State of California and all PAGA Group
24 Members (regardless of whether PAGA Group Members opt out of the Class Settlement) will
25 be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
26 waived, and discharged any and all of the Released Parties of and from any and all Released
27 PAGA Claims accruing during the PAGA Period.

1 70. *Release by Plaintiff.* Upon the date the Court enters an order granting final
2 approval of the Settlement, in addition to the claims being released by all Class Members,
3 Plaintiff will provide the following additional general release ("General Release"): Plaintiff,
4 individually and on behalf of Plaintiff's heirs, spouses, executors, administrators, attorneys,
5 agents, and assigns, fully and finally releases the Released Parties from all claims, demands,
6 rights, liabilities, and causes of action of every nature and description whatsoever, known or
7 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation
8 of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with
9 any act or omission by or on the part of any of the Released Parties committed or omitted before
10 the execution of this Agreement. This General Release includes any unknown claims Plaintiff
11 does not know or suspect to exist in Plaintiff's favor at the time of this General Release, which,
12 if known by Plaintiff, might have affected Plaintiff's settlement with, and release of, the
13 Released Parties or might have affected Plaintiff's decision not to object to this Settlement
14 Agreement or this General Release. To the extent the foregoing releases are releases to which
15 Section 1542 of the California Civil Code or similar provisions of other applicable law may
16 apply, Plaintiff expressly waives any and all rights and benefits conferred upon Plaintiff by the
17 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law,
18 which are as follows:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
20 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
21 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
22 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
23 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
24 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
25 OR RELEASED PARTY.

26 The significance of this General Release and waiver of Civil Code Section 1542 has been
27 explained to Plaintiff by Class Counsel. The General Release by Plaintiff expressly excludes
28 any claims that cannot be released by law.

71. *Neutral Reference.* Defendant agrees that a designated agent of Defendant will only provide a neutral reference for Plaintiff should any prospective employers contact Defendant regarding Plaintiff's employment. Defendant shall only provide Plaintiff's dates of employment and Plaintiff's last job title held with Defendant.

72. *Nullification of Settlement Agreement.* In the event that (i) the Court does not finally approve the Settlement as provided in this Settlement Agreement or (ii) the Settlement Agreement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. In such case, this Settlement Agreement shall not be used or be admissible in any subsequent proceedings, either in this Action, this Court, or any other Court or forum.

73. *Preliminary Approval Hearing.* Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a preliminary approval order for (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a final approval hearing. In conjunction with Plaintiff's motion for preliminary approval, Class Counsel will submit this Settlement Agreement, which sets forth the terms of this Settlement and will include the proposed Notice.

74. *Final Settlement Approval Hearing and Entry of Judgment.* Upon expiration of the deadlines to fax or postmark Requests for Exclusion or submit objections to the Settlement Agreement, and with the Court's permission, a final approval hearing will be conducted to determine the final approval of the Settlement Agreement, along with the amounts properly payable for: (i) Individual Settlement Payments, (ii) the Class Counsel Fees and Costs, (iii) payment to LWDA from the PAGA Settlement Amount, (iv) all Claims Administration Expenses, and (v) Enhancement Award. Class Counsel will be responsible for drafting all documents necessary to obtain Approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing. These motions will seek the Court's endorsement under appropriate legal guidelines. Class Counsel will

1 provide Defendant's Counsel with copies of all such filings no later than five (5) days before
2 the deadline(s) for the same to be filed with the Court.

3 75. *Judgment and Continued Jurisdiction.* Upon final approval of the Settlement
4 Agreement by the Court or after the final approval hearing, the Parties will present a proposed
5 judgment to the Court for its approval. Pursuant to California Rules of Court, Rule 3.771(b),
6 the Claims Administrator shall post on its website a copy of the judgment for a period of thirty
7 (30) days from the date the Court signs the judgment. After entry of the judgment, the Court
8 will have continuing jurisdiction solely for purposes of addressing (i) the interpretation and
9 enforcement of the terms of the Settlement Agreement, (ii) Settlement administration matters,
10 and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in
11 this Settlement Agreement.

12 76. *Exhibits Incorporated by Reference.* The terms of this Settlement Agreement
13 include the terms set forth in any attached exhibits, which are incorporated by this reference as
14 though fully set forth in this Settlement Agreement. Any exhibits to this Agreement are an
15 integral part of the Settlement.

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

24 78. *Amendment or Modification.* This Settlement Agreement may be amended or
25 modified only by a written instrument signed by counsel for all Parties or their successors-in-
26 interest.

27 79. *Authorization to Enter into Settlement Agreement.* Counsel for all Parties warrant
28 and represent they are expressly authorized by the Parties whom they represent to negotiate this

1 Settlement Agreement and to take all appropriate action required or permitted to be taken by
2 such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any
3 other documents required to effectuate the terms of this Settlement Agreement. The Parties and
4 their counsel will cooperate with each other and use their best efforts to effectuate the
5 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
6 content of any document needed to implement the Settlement Agreement, or on any
7 supplemental provisions that may become necessary to effectuate the terms of this Settlement
8 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

9 80. *Binding on Successors and Assigns.* This Settlement Agreement will be binding
10 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
11 Agreement, as previously defined.

12 81. *Execution and Counterparts.* This Settlement Agreement is subject only to the
13 execution of all Parties. However, the Settlement Agreement may be executed in one or more
14 counterparts. All executed counterparts and each of them, including facsimile and scanned
15 copies of the signature page, will be deemed to be one and the same instrument, provided that
16 counsel for the Parties will exchange among themselves original signed counterparts.

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

24 83. *Invalidity of Any Provision.* Before declaring any provision of this Settlement
25 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
26 extent possible, consistent with applicable precedents so as to define all provisions of this
27 Settlement Agreement valid and enforceable.

28

84. *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.

85. *Waiver.* No waiver of any condition or covenant contained in this 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.

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

87. *Mutual Preparation.* The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

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

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

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

1 91. *Binding Agreement.* The Parties warrant that they understand and have full
2 authority to enter into this Agreement, and further intend that this Agreement will be fully
3 enforceable and binding on all Parties and agree that it will be admissible and subject to
4 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
5 provisions that otherwise might apply under federal or state law.

6 92. *No Admission of Liability.* Nothing contained in this Settlement Agreement shall
7 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
8 part of Defendant. Each of the Parties has entered into this Settlement Agreement with the
9 intention to avoid further disputes and litigation, and the attendant inconvenience and expense,
10 and to fully and forever buy their respective peace. This Settlement Agreement shall be
11 inadmissible in evidence in any action or proceeding, by any party, except an action or
12 proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's
13 terms.

14 93. *Communications.* The Parties and their counsel agree that they will not publicize
15 or issue or post any press releases, advertising, or marketing, or initiate any contact with the
16 media about this case or the parties involved, including the fact, amount, or terms of the
17 Settlement Agreement. If counsel for either Party receives an inquiry about the Settlement
18 Agreement from the media, counsel may only respond that a settlement has been reached.
19 Before the date on which the Parties file the motion for preliminary approval of the Settlement
20 Agreement, Plaintiff and Class Counsel will not initiate any contact with Class Members other
21 than Plaintiff about the Settlement, except that, if contacted by a Class Member, Class Counsel
22 may respond that a settlement has been reached and that the details will be communicated in a
23 forthcoming Court-approved notice.

24 94. *Disputes.* Any dispute between the Parties concerning the interpretation or
25 implementation of this Settlement Agreement will be resolved by the Court, pursuant to the
26 procedure within this Paragraph. Before any such resort to the Court, counsel for the Parties
27 will confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute
28 themselves, the dispute will be submitted to Kevin T. Barnes, Esq. for mediation. If mediation

of the dispute is not successful, the Parties may then seek the Court’s assistance in resolution of the dispute.

95. *Applicable Law.* All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 8/16/2024

DocuSigned by:

D43D21B1853B496...
Osmin Antonio Joya Garcia

DEFENDANT

Dated: 8/26/2024

DocuSigned by:
PAUL NAUMES
9B84989AB7CF49D...
San Joaquin Door & Supply, Inc.

APPROVED AS TO FORM

Dated: August 16, 2024

MELMED LAW GROUP P.C.

By: 
Jonathan Melmed
Megan E. Ross
Hannah Becker

Attorneys for Plaintiff
OSMIN ANTONIO JOYA GARCIA, an
individual, on behalf of himself, the State of
California, as a private attorney general, and
on behalf of all others similarly situated.

Dated: August 26, 2024

NIXON PEABODY, LLP

By: 
Robert H. Pepple
Alejandro J. Castro
Gabriel A. Mendoza

Attorneys for Defendant
SAN JOAQUIN DOOR & SUPPLY, INC.