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Attorneys for Defendants
 HOLZ RUBBER COMPANY, INC.
 and HR OUTSOURCING ASSOCIATES, LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

JOHN PARDEE, on behalf of himself
 and all others similarly situated, and the general
 public,

Plaintiff,

v.

HOLZ RUBBER COMPANY, INC., a
 California corporation; HR OUTSOURCING
 ASSOCIATES, LLC, a Delaware corporation;
 and DOES 1 through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0010123

ASSIGNED FOR ALL PURPOSES TO:
 THE HONORABLE JAYNE LEE,
 DEPARTMENT 10C

**JOINT STIPULATION OF CLASS
 ACTION AND PAGA SETTLEMENT
 AND RELEASE OF CLAIMS BETWEEN
 PLAINTIFF JOHN PARDEE AND
 DEFENDANTS HOLZ RUBBER
 COMPANY, INC. AND HR
 OUTSOURCING ASSOCIATES, INC.**

Complaint Filed: September 25, 2023
 FAC Filed: November 29, 2023
 Trial Date: None Set

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation of
2 Settlement” or “Settlement”) is made and entered into by and between Plaintiff John Pardee, on
3 behalf of himself and all others similarly situated, the general public, and aggrieved employees
4 (“Plaintiff”) and Defendants Holz Rubber Company, Inc. (“Holz Rubber”) and HR Outsourcing
5 Associates, LLC. (collectively, “Defendants”).

6 This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks
7 to represent, and on: (i) Defendants Holz Rubber Company, Inc. and HR Outsourcing Associates,
8 LLC; (ii) each of Defendants’ respective, present and future parents (including Paychex, Inc.),
9 subsidiaries, partners, affiliates, brands, including, without limitation, any corporation, limited
10 liability company or partnership; (iii) the past, present and future board members, directors,
11 officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents,
12 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
13 successors and assigns of any of the foregoing; and (iv) any individual or entity which could be
14 jointly liable with any of the foregoing (collectively, “Released Parties”). The Settlement
15 contemplated by this Stipulation of Settlement may hereinafter be referred to as the “Settlement.”

16 THE PARTIES STIPULATE AND AGREE as follows:

17 1. Plaintiff and Defendants are collectively referred to herein as “the Parties.”

18 2. On September 24, 2023, Plaintiff sent a letter to the Labor and Workplace
19 Development Agency (“LWDA”) alleging violations of the Private Attorneys General Act
20 (“PAGA”) against Defendants for the “Released PAGA Claims,” as defined below.

21 3. On September 25, 2023, Plaintiff filed a Class Action Complaint in the San Joaquin
22 County Superior Court, asserting the following nine causes of against Defendants: (1) Failure to
23 Provide Meal Periods (Labor Code §§ 204, 223, 226.7, 512, and 1198); (2) Failure to Provide Rest
24 Periods (Labor Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime
25 (Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1, and 1198); (4) Failure to Provide Reporting
26 Time Wages; (5) Failure to Pay Proper Sick Pay (Labor Code § 246); (6) Failure to Provide
27 Accurate Wage Statements (Labor Code § 226(a)); (7) Failure to Timely Pay All Final Wages

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1 (Labor Code §§ 201, 202, and 203); (8) Failure to Indemnify (Labor Code § 2802); and (9) Unfair
2 Competition (Business and Professions Code §§ 17200 *et seq.*).

3 4. November 29, 2023, Plaintiff filed a First Amended Class Action and PAGA
4 Enforcement Complaint against Defendants realleging his prior class claims and adding a cause of
5 action for violations of PAGA, Labor Code section 2698, *et seq.*

6 5. After Plaintiff's service of the Action, the Parties explored settlement by
7 exchanging pre-settlement documents and data, including a randomly selected sample of time
8 clock and payroll records. After the pre-mediation production and assessment, the Parties engaged
9 in arms-length settlement negotiations and participated in private mediation before a well-
10 respected mediator. The Parties reached an arms-length Settlement of the Action at the mediation
11 through a mediator's proposal, which has been memorialized into this Stipulation of Settlement.

12 6. On December 16, 2024, and pursuant to the Settlement, Plaintiff filed a Second
13 Amended Complaint and PAGA Enforcement Action to include all to include all Released Claims
14 (defined below) and Released PAGA Claims (defined below) ("Operative Complaint" or
15 "Action"), including the addition of Plaintiff's rounding claims and allegations and the appropriate
16 refinement of Plaintiff's class and subclass definitions to comport with the Settlement. The "Class
17 Period" is from September 25, 2019 through September 24, 2024. The "PAGA Period" is from
18 September 25, 2022 through September 24, 2024. This Action has been actively litigated. There
19 have been on-going investigations, there has been an exchange of documentation and data, and the
20 Parties have participated in extensive settlement negotiations and private mediation. Plaintiff has
21 not filed a motion for class certification in this Action, nor has a date been set by the Court for the
22 filing of such a motion.

23 7. For purposes of this Settlement, the "Settlement Class" or "Class Members" shall
24 consist of all persons employed by Defendants in California as a non-exempt employee from
25 September 25, 2019 through September 24, 2024. The Settlement Class, however, shall not include
26 any person who previously settled or released any of the claims covered by this Settlement, any
27 person who previously was paid or received awards through civil or administrative actions for the
28 claims covered by this Settlement, or any person who submits a timely and valid Request for

1 Exclusion as provided in this Settlement. All Class Members who worked any hours for
2 Defendants in California from September 25, 2022 through September 24, 2024 are aggrieved
3 employees with respect to PAGA (“PAGA Members”), and will be paid their PAGA Share and
4 release the “Released PAGA Claims” regardless of whether they submit a timely and valid Request
5 for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves from,
6 or to opt out of, the Released PAGA Claims.

7 8. Solely for purpose of settling this case, the Parties stipulate and agree that the
8 requisites for establishing class certification with respect to the Settlement Class have been met
9 and are met for Settlement purposes only. More specifically, the Parties stipulate and agree that:

10 a. The Settlement Class is ascertainable and so numerous as to make it
11 impracticable to join all Class Members.

12 b. There are common questions of law and fact, including but not limited to
13 the following:

14 i. Whether Defendants complied with applicable laws affecting
15 Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the
16 California Industrial Welfare Commission; and

17 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
18 unpaid wages, penalties, interest, and attorneys’ fees and costs.

19 c. Plaintiff believes that Plaintiff’s claims are typical of the claims of the
20 members of the Settlement Class.

21 d. Plaintiff believes that Plaintiff will fairly and adequately protect the
22 interests of the Settlement Class, and that D.Law, Inc. should be “Class Counsel” and will fairly
23 and adequately protect the interests of the Settlement Class.

24 e. The prosecution of separate actions by individual members of the
25 Settlement Class would create the risk of inconsistent or varying adjudications, which would
26 establish incompatible standards of conduct.

27 f. With respect to the Settlement Class, Plaintiff believes that questions of law
28 and fact common to the members of the Settlement Class predominate over any questions affecting

1 any individual member in such Class, and a class action is superior to other available means for
2 the fair and efficient adjudication of the controversy.

3 9. Defendants deny any liability or wrongdoing of any kind whatsoever associated
4 with the claims alleged in the Complaint, and further denies that, for any purpose other than settling
5 this Action, this Action is appropriate for class or representative treatment. With respect to
6 Plaintiff's claims, Defendants contend, among other things, that they have complied with all
7 applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

8 10. It is the desire of the Parties to fully, finally and forever settle, compromise and
9 discharge all disputes and claims arising from the allegations and causes of action stated in the
10 Complaint. To achieve a full and complete release of Defendants, Plaintiff acknowledges that this
11 Stipulation of Settlement is intended to include in its effect all claims of any nature reasonably
12 arising out of the allegations made in the Operative Complaint.

13 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute
14 a full and complete settlement and release of all claims arising from the allegations in the First
15 Amended Complaint against: (i) Defendants Holz Rubber Company and HR Outsourcing
16 Associates, LLC; (ii) each of Defendants' respective, present and future parents (including
17 Paychex, Inc.), subsidiaries, partners and affiliates, including, without limitation, any corporation,
18 limited liability company or partnership; (iii) the past, present and future board members, directors,
19 officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents,
20 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
21 successors and assigns of any of the foregoing; and (iv) any individual or entity which could be
22 jointly liable with any of the foregoing.

23 12. Counsel for the Settlement Class have conducted a thorough investigation into the
24 facts of this Action and have diligently pursued an investigation of Class Members' claims against
25 Defendants. Based on their own independent investigation and evaluation, Class Counsel are of
26 the opinion that the Settlement with Defendants for the consideration and on the terms set forth in
27 this Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest of the
28 Settlement Class in light of all known facts and circumstances, including the risk of significant

1 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
2 Defendants, and numerous potential appellate issues. Defendants and Defendants' Counsel also
3 agree that the Settlement is fair and in the best interest of the Parties.

4 13. The Parties agree to cooperate and take all steps necessary and appropriate to
5 consummate this Settlement and for entry of judgment in accordance with this Settlement.

6 14. This Settlement provides that Defendants will pay Settlement Awards and PAGA
7 Awards according to a specified formula to each Settlement Class Member who does not request
8 to be excluded from this Settlement. The total payment under the Settlement is \$600,000.00, which
9 includes all payments to Class Members, PAGA Members, Class Counsel's attorneys' fees, Class
10 Counsel's litigation expenses and costs, the enhancement award to the class representatives,
11 penalties of any nature, including PAGA penalties and settlement administration expenses. It is
12 understood and agreed that Defendants shall have no obligation to pay any person, entity or
13 organization more than the amount of its maximum total liability under the Settlement, except that
14 Defendants will separate pay as an additional obligation the employer's share of the payroll taxes
15 for the wage portion of the Settlement Awards.

16 TERMS OF SETTLEMENT

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

19 a. It is agreed by and among Plaintiff and Defendants that this Action and any
20 claims, damages or causes of action arising out of the Complaint, which are the subject of this
21 Action, be settled and compromised as between the Settlement Class and Defendants, subject to
22 the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

23 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
24 shall become effective when all of the following events have occurred: (i) this Stipulation of
25 Settlement has been executed by all Parties and by counsel for Plaintiff and Defendants; (ii) the
26 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been
27 provided to the Settlement Class, providing them with an opportunity to opt out of or to object to
28 the Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final order

1 and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement,
2 and without objection from the LWDA; and (v) in the event there are objections to the Settlement
3 which are not later withdrawn, the later of the following events: when the period for filing any
4 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal,
5 writ or other appellate proceeding having been filed; or any appeal, writ or other appellate
6 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
7 pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the
8 Court's final order with no right to pursue further remedies or relief. In this regard, it is the
9 intention of the Parties that the Settlement shall not become effective until the Court's order
10 approving the Settlement is completely final, and there is no further recourse by an appellant or
11 objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement
12 will not become effective if Defendants, contrary to Paragraph 14 above, are required by the Court
13 to pay more than the total amount of its Gross Settlement Amount (defined below) under the
14 Settlement as set forth in Paragraph 14 under any circumstances. It is further agreed by and
15 between the Parties that this Settlement shall not become effective, and Defendants shall not have
16 any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any
17 objections, writs and/or appeals, and any rights of appeal with respect to any objections or the
18 judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

19 c. Gross Settlement Amount, and Net Settlement Amount: To implement the
20 terms of this Settlement, Defendant Holz Rubber, on behalf of the Released Parties, agrees to pay
21 a maximum of \$600,000.00, which includes: all payments to Class Members and PAGA Members;
22 Class Counsel's attorneys' fees; Class Counsel's litigation expenses and costs; the enhancement
23 award to the class representative; \$50,000.00 allocated to penalties under the PAGA with seventy-
24 five percent (75%) of that amount, or in other words \$37,500.00, paid to the LWDA, and twenty-
25 five percent (25%) of that amount, or in other words \$12,500.00, paid to the Settlement Class as
26 described below; and settlement administration expenses ("Gross Settlement Amount"). The
27 Parties agree the Gross Settlement Amount will be fully paid out, with no residue returning to
28 Defendant Holz Rubber. At no time shall Defendant Holz Rubber have the obligation to segregate

1 the funds comprising the Gross Settlement Amount, and Defendant Holz Rubber shall retain
2 exclusive authority over, and the responsibility for, those funds. All payments to Class Members
3 and PAGA Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and
4 costs, the enhancement award and settlement administration expenses will be paid out of the Gross
5 Settlement Amount. The "Net Settlement Amount," the amount available for potential distribution
6 to Class Members, shall be calculated by deducting from the Gross Settlement Amount: (i) all
7 Class Counsel's attorneys' fees and litigation costs; (ii) the enhancement award to the class
8 representatives; (iii) the PAGA penalty payment to the LWDA as described further below; and
9 (iv) settlement administration expenses. Settlement Awards to the Class Members, and PAGA
10 Awards to the PAGA Members, will be calculated by the Settlement Administrator and paid out
11 of the Net Settlement Amount as set forth below. The entire Net Settlement Amount will be paid
12 out *pro rata* to Class Members who do not opt out, and to PAGA Members.

13 i. Settlement Awards to Class Members: Defendants, based on
14 Defendants' time clock records and other relevant data and information, will calculate the number
15 of weeks worked by all Class Members during the Class Period. The Settlement Administrator will
16 calculate the amount to be paid to Class Members on a per workweek basis as Settlement Awards
17 by dividing the Net Settlement Amount by the aggregate number of weeks worked by all Class
18 Members. Partial workweeks will not be counted; however, if a Class Member worked only one
19 day as a Class Member, such Class Member will be credited with having worked one workweek
20 for purposes of the Settlement. Defendants' workweek data will be presumed to be correct unless
21 a particular Class Member proves otherwise to the Settlement Administrator by credible written
22 evidence. Defendants will provide time clock data and relevant information to the Settlement
23 Administrator for resolution of any workweek dispute by a particular Class Member. All
24 workweek disputes will be resolved and decided by the Settlement Administrator, and the
25 Settlement Administrator's decision on all workweek disputes will be final and non-appealable.
26 No claim form shall be required for Settlement Class Members to receive their Settlement Awards.

27 ii. Private Attorneys General Act Allocation: Subject to Court
28 approval, the Parties have agreed to allocate \$50,000.00 of the Gross Settlement Amount to

1 Plaintiff's representative claims under PAGA. Seventy-five percent (75%) of this amount, or in
2 other words \$37,500.00, will be paid out of the Gross Settlement Amount to the LWDA of the
3 State of California, and the remaining twenty-five percent (25%), or in other words \$12,500.00,
4 will remain included in the Net Settlement Amount. Defendants will calculate the number of weeks
5 worked by PAGA Members during the PAGA Period based on time clock data. Partial workweeks
6 will not be counted; however, if a PAGA Member worked only one day as a PAGA Member, such
7 PAGA Member will be credited with having worked one workweek for purposes of the Settlement.
8 Defendants' workweek data will be presumed to be correct unless a particular PAGA Member
9 proves otherwise to the Settlement Administrator by credible written evidence. Defendants will
10 provide time clock data and relevant information to the Settlement Administrator for resolution of
11 any workweek disputes by a particular PAGA Member. All workweek disputes will be resolved
12 and decided by the Settlement Administrator, and the Settlement Administrator's decision on all
13 workweek disputes will be final and non-appealable. The amount to be paid per workweek to
14 PAGA Members will be calculated by the Settlement Administrator by dividing the Net PAGA
15 Settlement Amount by the aggregate number of workweeks worked by PAGA Members. No claim
16 form shall be required for PAGA Members to receive their PAGA Awards.

17 iii. Allocation of Settlement Awards: The Parties have agreed, based on
18 the allegations in the Action, that individual Settlement Awards payable to eligible Class Members
19 will be allocated from the Net Settlement Amount and paid as follows: 10 percent (10%) will be
20 allocated to alleged unpaid wages for which IRS Forms W-2 will issue; fifty percent (50%) will
21 be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and forty
22 percent (40%) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will
23 issue. Individual PAGA Awards (i.e., "PAGA Awards") for the PAGA Members will be paid
24 from the Net PAGA Settlement Amount, after the required payment to the LWDA, as alleged
25 penalties for which IRS Form 1099 will issue.

26 iv. Settlement and PAGA Awards Do Not Trigger Additional Benefits:
27 All Settlement Awards to Class Members, and all PAGA Awards to PAGA Members, shall be
28 deemed to be income to such Class Members and PAGA Members solely in the year in which such

1 awards actually are received by the Class Members and PAGA Members and in accordance with
2 the allocation described in section 15(c)(iii) above. It is expressly understood and agreed that the
3 receipt of such Settlement Awards and PAGA Awards will not entitle any Class Member or PAGA
4 Member to additional compensation or benefits under any company bonus, contest or other
5 compensation or benefit plan or agreement in place during the period covered by the Settlement,
6 nor will it entitle any Class Member or PAGA Member to any increased retirement, 401(k) benefits
7 or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the
8 Settlement Awards provided for in this Agreement are the sole payments to be made by Defendants
9 to the Class Members and the PAGA Members in connection with this Settlement, and that the
10 Class Members and PAGA Members are not entitled to any new or additional compensation or
11 benefits as a result of having received the Settlement Awards and PAGA Awards (notwithstanding
12 any contrary language or agreement in any benefit or compensation plan document that might have
13 been in effect during the period covered by this Settlement).

14 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
15 modification, Defendants agree to a payment, from the Gross Settlement Amount, Class Counsel's
16 attorneys' fees and litigation costs as set forth in Paragraph 17 below.

17 vi. Class Representative: The Parties agree to the designation of
18 Plaintiff as "Class Representative." Subject to Court approval, and subject to Plaintiff's execution
19 of a general release of all claims under California Code of Civil Procedure section 1542,
20 Defendants agree not to oppose a payment to Plaintiff, from the Gross Settlement Amount, an
21 award at no additional cost to the Released Parties ("Enhancement Award") not to exceed
22 \$10,000.00. The Enhancement Award paid to the Class Representative is subject to Court
23 approval, and is in addition to any claimed individual Settlement Award to which the Class
24 Representative is entitled under this Stipulation of Settlement. The Enhancement Award is to be
25 part of, and to be deducted from, the Gross Settlement Amount. The Settlement Administrator will
26 issue an IRS Form 1099-MISC for the Enhancement Award to Plaintiff for Plaintiff's service as
27 Class Representative, and Plaintiff will be responsible for correctly characterizing this
28 compensation for tax purposes and for paying any taxes on the amount received. Should the Court

1 approve an Enhancement Award to the Class Representative in an amount less than that set forth
2 above, the difference between the lesser amount approved by the Court and the Enhancement
3 Award set forth above shall be added to the Net Settlement Amount.

4 vii. Settlement Administrator: The Settlement Administrator will be
5 Phoenix Class Action Administration Solutions, or such other settlement administrator as may be
6 mutually agreed upon by the Parties and approved by the Court. Settlement administration
7 expenses will be up to \$9,000 and must be documented and approved by the Court. To the extent
8 that the approved settlement administration expenses are less than \$9,000, the remainder will be
9 retained in the Net Settlement Amount.

10 viii. Mailing of Settlement and PAGA Awards: The Settlement
11 Administrator will cause the Settlement Awards to be mailed to the Class Members who have not
12 opted out of the Settlement and have not previously released their claims as to Defendants, and the
13 PAGA Awards to be mailed to PAGA Members, within thirty-five (35) calendar days after the
14 Settlement becomes effective as defined in Paragraph 15.b.

15 ix. Potential Escalator Clause or Alternative Class Period End Date: For
16 Settlement purposes and based on Class Member data presently available at the time of Settlement,
17 the Parties estimated that Class Members worked 17,697 workweeks from September 24, 2019 to
18 July 26, 2024. The Parties further agree that if the final number of workweeks from September 24,
19 2019 to July 26, 2024, which formed the basis of the Settlement, increase by more than ten percent
20 (10%) above 17,697 workweeks (e.g., to greater than 19,467 workweeks), the Gross Settlement
21 Amount will increase by the proportional amount for the percentage of workweeks above ten (10)
22 percent (i.e., by the percentage of workweeks above 19,467 workweeks) or Defendants will have
23 the option to limit the Class Period and PAGA Period to a date when total Class Period workweeks
24 reach 19,467.

25 d. Enhancement Award to Plaintiff for Service as Class Representative: The
26 Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff
27 within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph
28 15.b.

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2 e. Right to Rescission: If more than ten percent (10%) of the Settlement Class
3 opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the
4 Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of
5 Settlement ("Class Notice"), Defendants shall have the right (but need not) in their sole discretion
6 to rescind and void the Settlement, before final approval by the Court, by providing written notice
7 to Class Counsel no later than fourteen (14) calendar days after the opt-out deadline. If Defendants
8 exercise this option, Defendants shall pay any costs of settlement administration incurred up to
9 that date, but not to include Class Counsel's fees and costs.

10 SETTLEMENT ADMINISTRATION

11 16. The Settlement Administrator shall be mutually agreed upon by the Parties to
12 perform the customary duties of Settlement Administrator, subject to Court approval. The
13 Settlement Administrator will mail the Class and PAGA Notice to all Class Members and PAGA
14 Members. The Settlement Administrator shall be granted reasonable access to Defendants' records
15 to perform its duties, such as resolving workweek disputes, if necessary. At the request of
16 Defendants, and upon receipt of funds from Defendants, the Settlement Administrator will issue
17 and send out Settlement Award checks to Class Members and PAGA Awards to PAGA Members.
18 Tax treatment of the Settlement Awards and PAGA Awards will be as set forth herein and in
19 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's
20 performance of its duties shall be referred to the Court, if necessary, which will have continuing
21 jurisdiction over the terms and conditions of this Stipulation of Settlement under California Code
22 of Civil Procedure section 664.6 until all payments and obligations contemplated by this
23 Stipulation of Settlement have been fully carried out. The Settlement Administrator shall create
24 and maintain a webpage, which will include links to the Settlement Agreement, Class Notice,
25 Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become
26 available, until the Effective Date. The website shall also include links to any other documents or
27 information the Settlement Administrator deems necessary to perform its duties.

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ATTORNEYS' FEES AND LITIGATION COSTS

17. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to final approval or modification by the Court, Defendants agree to pay, from the Gross Settlement Amount, Class Counsel attorneys' fees not to exceed thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount, or in other words up to \$200,000.00, and attorneys' costs not to exceed \$20,000.00 from the Gross Settlement Amount. Defendants will not object to Class Counsel's application for attorneys' fees and litigation costs up to these amounts. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the Gross Settlement Amount shall be added to the Net Settlement Amount. The Parties agree Class Counsel waives any right to appeal a decision by the Court to reduce the amount of attorneys' fees or litigation costs requested by Class Counsel.

18. The attorneys' fees and litigation costs approved by the Court shall be paid to Class Counsel within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph 15.b.

NOTICE TO THE PLAINTIFF CLASS

19. The Class and PAGA Notice shall be jointly drafted by the Parties, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class mail. The Class Notice shall be substantially in the form identified as **Exhibit 1** to this Settlement.

a. Within twenty-one (21) calendar days after preliminary approval of this Settlement by the Court, Defendants shall provide to the Settlement Administrator the Class Members' and PAGA Members' names, last-known addresses, last-known telephone numbers, Social Security Numbers and the number of work weeks during the Class Period and the PAGA Period. The Parties agree the contact information and Social Security Numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be

1 provided to Class Counsel at any time or in any form. The Settlement Administrator shall take
2 reasonable steps to protect the confidential and private information. To the extent Class Counsel
3 possesses or comes to possess the contact information and/or Social Security Numbers from the
4 Settlement Administrator, Class Counsel shall return all such information (including copies and
5 data or information derived therefrom) within seven (7) calendar days from the date the Court
6 finally approves the Settlement, shall destroy all copies in any form of such information, and shall
7 not retain, maintain or use such information for any purpose. The information provided for above
8 shall be based on Defendants' payroll and other business records and in a format acceptable to the
9 Settlement Administrator. Defendants agree to consult with the Settlement Administrator prior to
10 the production date to ensure that the format will be acceptable to the Settlement Administrator.
11 The information will need to be provided to the Settlement Administrator by reasonable security
12 measures and reasonably secure technology. Within forty-five (45) calendar days of preliminary
13 approval of this Settlement, the Settlement Administrator will mail the Class and PAGA Notice to
14 Class Members and PAGA Members.

15 b. Class and PAGA Notices returned to the Settlement Administrator as
16 non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If there
17 is no forwarding address, the Settlement Administrator will do an NCOA check and will skip-trace
18 return mail and re-mail within three (3) business days of receipt using the Class Member's Social
19 Security Number; this search will be performed only once per Class Member by the Settlement
20 Administrator. Class Members and PAGA Members will have a maximum of fifteen (15) calendar
21 days from the date of the re-mailing due to an undeliverable notice to cure the deficiency, or until
22 the end of the opt out deadline, whichever is later. Upon completion of these steps by the
23 Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have
24 satisfied their obligations to provide the Class and PAGA Notice to the affected member of the
25 Settlement Class. The affected member of the Settlement Class shall remain a member of the
26 Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the
27 Court's Order and Final Judgment.

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c. The Class and PAGA Notice shall also identify the procedures for opting out of or objecting to the Settlement.

d. Class Counsel shall provide to the Court, at least sixteen (16) court days before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class and PAGA Notice.

ADMINISTRATION PROCESS

20. The Class Members will have forty-five (45) calendar days from the date of mailing in which to submit requests for exclusion (“opt out”). PAGA Members are not entitled to opt out as a PAGA Member.

21. Defendants, on behalf of the Released Parties, will pay to the Settlement Administrator the Gross Settlement Amount within 30 days after entry of the final order of judgment. Checks for Settlement Awards and PAGA Awards shall remain valid and negotiable for one hundred twenty (120) calendar days from the date of their issuance; the Parties agree the Settlement Administrator will send one (1) reminder notice to all Class Members and PAGA Members who have not cashed the Settlement Award or PAGA Award check thirty (30) calendar days prior to the deadline; upon the deadline to cash the Settlement Award and PAGA Award checks, the checks will automatically be cancelled by the Settlement Administrator if not cashed by the Class Member or the PAGA Member within that time, at which point the Class Members’ and PAGA Members’ claims will be deemed void and of no further force or effect, and the Class Members’ and PAGA Members’ claims will remain released by the Settlement. The checks provided to Class Members and PAGA Members shall prominently state the expiration date or a statement that the checks will expire in one hundred twenty (120) days, or alternatively, such a statement may be made in a letter accompanying the check. Expired Settlement Award and PAGA Award checks will not be reissued, except for good cause and as mutually agreed by the Parties in writing. Any residue from uncashed Settlement Award or PAGA Award checks after the expiration date will be paid within fourteen (14) calendar days after the one hundred twenty (120)-day check cashing period expires pursuant to California Code of Civil Procedure section 384(b)(3) to the California Unclaimed Property Fund in the individual’s name. Upon completion of its calculation

1 of payments, the Settlement Administrator shall provide Defendants with a report listing the
2 amount of all payments to be made to each Class Member and PAGA Member. The Settlement
3 Administrator will be responsible for making appropriate deductions, calculating and reporting the
4 employer payroll taxes on the Settlement Awards and PAGA Awards, paying to Class Counsel
5 any Court-approved attorneys' fees and litigation costs, paying to the Class Representatives any
6 Court-approved Enhancement Award, paying the LWDA seventy-five percent (75%) of the
7 amount allocated for PAGA penalties above, paying the settlement administration expenses,
8 meeting tax reporting obligations, and for issuing the individual Settlement Awards to Class
9 Members and PAGA Awards to PAGA Members. Proof of compliance with the Court's final
10 approval order will be provided to counsel for the Parties by the Settlement Administrator within
11 twenty-one (21) days after all payment obligations and the check cashing deadline for Class
12 Members has passed.

13 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

14 22. Opting Out of the Class Action Settlement. For those Class Members who do not
15 wish to participate in the Settlement, such Class Members may exclude themselves by submitting
16 a timely written request to the Settlement Administrator. PAGA Members cannot opt out as a
17 PAGA Member and release all Released PAGA Claims during the PAGA Period. The written
18 request ("Request for Exclusion") should state that he/she has received the "Notice of Proposed
19 Class Action Settlement and Hearing Date for Final Court Approval of Settlement," they/he/she
20 have/has decided not to participate in the Settlement, and words to the effect that he/she desires to
21 be excluded from the Settlement. The Request for Exclusion must also state the individual's full
22 name, address, date of birth, and dates they/he/she worked as a Class Member for Defendants in
23 California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail,
24 or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked
25 and mailed to the Settlement Administrator no later than forty-five (45) calendar days after the
26 Settlement Administrator mails the Class Notice to the Class Members. Any individual who
27 submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

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23. Objecting to the Class Action Settlement. Any individual who does not exclude himself/herself from the Settlement can object to the terms of the Settlement in writing before the deadline to object to the Settlement. To object, the individual must file a written objection and a notice of intention to appear at the Final Approval hearing with the Clerk of the San Joaquin County Superior Court of the State of California and send copies to the Settlement Administrator, Class Counsel and counsel for Defendants. Any written objection must state each specific reason in support of the objection and any legal support for each objection. The individual must state his/her full name, address, date of birth, and dates he/she/they worked as a Class Member in California for Defendants. To be valid and effective, any written objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Settlement Administrator, Class Counsel, and counsel for Defendants no later than forty-five (45) calendar days after the Settlement Administrator mails the Class and PAGA Notice. However, a Class Member may appear at the Final Approval hearing, either in person or through his/her/their own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If the Court rejects the objection, the individual will be bound by the terms of the Settlement.

RELEASE BY THE CLASS

24. Released Class Claims. Effective upon the date of final approval by the Court of this Stipulation of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion fully release and discharge the Released Parties from all claims under state, federal, and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 215, 216, 218.6, 223, 225, 226, 226.3, 226, 226.6, 226.7, 246, 354, 408, 510, 512, 533, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800, and 2802, California Industrial Welfare Commission Wage Orders, California Code of Regulations, Title. 8, section 11040, 11090, and 3395 *et seq.*, Business and Professions Code sections 17200 *et seq.*, Civil Code sections

1 1021.5, 3287, and 3289, and including all claims for or related to alleged unpaid wages, minimum
2 wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay,
3 timely payment of wages during employment, timely payment of wages at separation, business
4 expenses, wage statements, reporting time pay, rounding of employee timekeeping records, paid
5 sick leave, payroll records and recordkeeping, meal periods and meal period premiums, rest breaks
6 and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation
7 benefits and/or matching benefits for payments received under the Settlement, unfair competition,
8 unfair business practices, unlawful business practices, fraudulent business practices, class actions,
9 representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including
10 but not limited to civil penalties and waiting-time penalties), interest, fees, costs, as well as all
11 other claims and allegations alleged in the Action (collectively, “Released Class Claims”) from
12 September 25, 2019 through September 24, 2024 (“Class Release Period”). Expressly excluded
13 from the release are claims for vested benefits, wrongful termination, violation of the Fair
14 Employment and Housing Act, unemployment insurance, disability, social security, workers’
15 compensation, or claims outside the Class Release Period.

16 25. Released PAGA Claims. Effective upon the date of final approval by the Court of
17 this Stipulation of Settlement, the claims to be released by the PAGA Members include all claims
18 arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for
19 the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private
20 attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably
21 have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not
22 limited to all claims arising under the California Labor Code including, but not limited to, sections
23 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194,
24 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802, and based the facts alleged in the Action
25 (collectively, “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA
26 Claims by or on behalf of Plaintiff and all PAGA Members from September 25, 2022 through
27 September 24, 2024 (“PAGA Release Period”), and for the entire PAGA Release Period,
28 regardless of whether Plaintiff and/or a PAGA Member negotiate (cash) their/his/her settlement

1 checks sent pursuant to this Settlement and regardless of whether any such PAGA Member opts
2 out or attempts to exclude themselves/himself/herself from the Settlement.

3 26. In addition to the Released Class Claims identified in Paragraph 24 and the
4 Released PAGA Claims in Paragraph 25, Plaintiff agrees to generally release the Released Parties
5 from any and all claims, whether known or unknown, under all federal, state and local statutes,
6 and federal and state common law (including but not limited to those for contract, tort and equity),
7 except for workers' compensation claims. Plaintiff acknowledges the language of Section 1542 of
8 the California Civil Code, which provides:

9 A general release does not extend to claims that the creditor or
10 releasing party does not know or suspect to exist in his or her favor
11 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.

12 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees
13 that claims or facts in addition to or different from those which are now known or believed by him
14 to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all of the
15 claims, except for workers' compensation claims, Plaintiff now has against the Released Parties,
16 whether known or unknown, suspected or unsuspected.

17 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

18 27. To effectuate the terms of the Settlement, the Parties agree all formal and informal
19 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to notify
20 the Court of the Settlement through a Notice of Proposed Class Action Settlement, and to request
21 that all current Court deadlines be continued pending Court approval of the Settlement. Class
22 Counsel agree to cease all affirmative communication (oral and written) with the putative class
23 members, other than through Court-approved notices; this provision does not prevent Class
24 Counsel from communicating with any Class Members or PAGA Member who may contact Class
25 Counsel. Plaintiff shall promptly submit this Stipulation of Settlement to the San Joaquin County
26 Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination by the
27 Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to provide Defendants the
28 opportunity to review, and to approve before filing, Plaintiff's Motion for Preliminary Approval.

1 At the same time Plaintiff submits this Stipulation of Settlement to the San Joaquin County
2 Superior Court, Plaintiff agrees to submit a copy of the Stipulation of Settlement to the LWDA.
3 Promptly upon execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for the
4 entry of an order preliminarily approving the Settlement in a form that is mutually agreeable
5 between the Parties and also provides for the following:

6 a. Scheduling a Final Fairness hearing on the question of whether the proposed
7 Settlement, including payment of attorneys' fees and litigation costs, costs of administration, and
8 the Class Representative's Enhancement Award should be finally approved as fair, reasonable, and
9 adequate as to the members of the Settlement Class;

10 b. Certifying a Settlement Class, Plaintiff as Class Representative and D.Law,
11 Inc. as Class Counsel;

12 c. Approving as to form and content the proposed Class and PAGA Notice;

13 d. Approving the manner and method for Class Members to request exclusion
14 from the Settlement as contained herein and within the Class and PAGA Notice;

15 e. Directing the mailing of the Class and PAGA Notice by first-class mail to
16 the Class Members and PAGA Members;

17 f. Preliminarily approving the Settlement subject only to the objections of
18 Class Members and PAGA Members, and final review by the Court; and

19 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
20 other cases, claims, suits, or administrative proceedings (including filing claims with the Division
21 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
22 the Released Class Claims, unless and until such Class Members have filed valid Requests for
23 Exclusion with the Settlement Administrator and the time for filing Requests for Exclusion with
24 the Settlement Administrator has elapsed.

25 (h) The Preliminary Approval Order shall be substantially in the form identified
26 as **Exhibit 2** to this Stipulation of Settlement.

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1 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

2 28. Class Counsel have agreed to destroy and/or delete all confidential documents, lists
3 and data in all forms and formats (originals and copies) within seven (7) calendar days from final
4 Court approval of the Settlement. Plaintiff agrees to provide Defendants the opportunity to review,
5 and to approve before filing, Plaintiff's Motion for Final Approval of Class Action and PAGA
6 Settlement. Class Counsel agrees to submit a proposed final order and judgment mutually
7 agreeable between the Parties, and substantially in the form identified as Exhibit 3 to this
8 Stipulation of Settlement, and provides for the following:

9 a. Approving the Settlement, adjudging the terms thereof to be fair,
10 reasonable, and adequate, and directing consummation of its terms and provisions;

11 b. Approving Class Counsel's application for an award of attorneys' fees and
12 litigation costs;

13 c. Approving the Enhancement Award to the Class Representative; and

14 d. Entering judgment in accordance with Rule 3.769(h) of the California Rules
15 of Court, and permanently barring and enjoining all Class Members and PAGA Members from
16 prosecuting against: (i) Defendants; (ii) each of Defendants' respective, present and future
17 parents, subsidiaries, partners and affiliates, including, without limitation, any corporation, limited
18 liability company or partnership; (iii) the past, present and future board members, directors,
19 officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents,
20 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
21 successors and assigns of any of the foregoing; and (iv) any individual or entity which could be
22 jointly liable with any of the foregoing.

23 PARTIES' AUTHORITY

24 29. The signatories hereto hereby represent that they are fully authorized to enter into
25 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

26 MUTUAL FULL COOPERATION

27 30. The Parties agree to fully cooperate with each other to accomplish the terms of this
28 Stipulation of Settlement, including but not limited to execution of such documents and taking

1 such other action as reasonably may be necessary to implement the terms of this Stipulation of
2 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
3 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,
4 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as
5 practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the
6 assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the
7 Court's final approval of this Stipulation of Settlement.

8 31. The Parties and their respective counsel agree that they will not attempt to
9 encourage or discourage Class Members from filing Requests for Exclusion.

10 NO PRIOR ASSIGNMENTS

11 32. The Parties and their counsel represent, covenant, and warrant that they have not,
12 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or
13 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of
14 action or right herein released and discharged except as set forth herein.

15 NO ADMISSION

16 33. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
17 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
18 the part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement
19 solely with the intention to avoid further disputes and litigation with the attendant inconvenience
20 and expenses.

21 ENFORCEMENT ACTIONS

22 34. The Parties agree that the Sacramento County Superior Court shall retain
23 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure
24 section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes
25 any legal action or other proceeding against any other Party or Parties to enforce the provisions of
26 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of
27 Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party

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1 or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees, incurred
2 in connection with any enforcement actions.

3 NOTICES

4 35. Unless otherwise specifically provided herein, all notices, demands or other
5 communications given hereunder shall be in writing and shall be deemed to have been duly given
6 as of the third (3rd) business day after mailing by United States registered or certified mail, return
7 receipt requested, addressed as follows:

8 **To Plaintiff and the Settlement Class:**

9 Emil Davtyan, Esq.
10 David Yeremian, Esq.
11 David Keledjian, Esq.
12 David Arakelyan, Esq.
13 D.LAW, INC.
14 450 N. Brand Blvd. Ste. 840
15 Glendale, CA 91203

16 **To Defendants:**

17 Evan D. Beecher, Esq.
18 Samuel J. Maselli, Esq.
19 JACKSON LEWIS P.C.
20 400 Capitol Mall, Suite 1600
21 Sacramento, California 95814

22 NO PUBLIC COMMENT

23 36. Class Counsel will not make any public disclosure of any specific terms of the
24 Settlement, except through Court filings to preliminary and finally approve the Settlement. Class
25 Counsel will take all steps necessary to ensure that the Class Representative is aware of the
26 restriction against any public disclosure of the Settlement. Following preliminary Court approval
27 of the Settlement, the Class by Representative and Class Counsel will not initiate any
28 communications (directly or indirectly) with the media regarding the Action. Notwithstanding the
foregoing, the Class Representative and Class Counsel may, in response to a communication
initiated by the media, direct the inquiring media member to the public records of the Action on
file with the Court. Class Counsel will take all steps reasonably necessary to ensure that the Class

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1 Representatives are aware of, and will ensure that he will adhere to, the restriction against any
2 media comment on the Settlement and its terms.

3 CONSTRUCTION

4 37. The Parties hereto agree that the terms and conditions of this Stipulation of
5 Settlement are the result of arms-length negotiations and private mediation between the Parties
6 and this Stipulation of Settlement shall not be construed in favor of or against any party by
7 reason of the extent to which any party or his, her or its counsel participated in the drafting of this
8 Stipulation of Settlement.

9 CAPTIONS AND INTERPRETATIONS

10 38. Paragraph titles or captions contained herein are inserted as a matter of convenience
11 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
12 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not
13 merely a recital.

14 MODIFICATION

15 39. This Stipulation of Settlement may not be changed, altered, or modified, except in
16 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
17 may not be discharged except by performance in accordance with its terms or by a writing signed
18 by the Parties hereto.

19 INTEGRATION CLAUSE

20 40. This Stipulation of Settlement and the Confidential Memorandum of
21 Understanding contain the entire agreement between the Parties relating to the Settlement and
22 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
23 representations, and statements, whether oral or written and whether by a Party or such Party's
24 legal counsel, are merged herein. No rights hereunder may be waived except in writing.

25 BINDING ON ASSIGNS

26 41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
27 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
28 administrators, successors, and assigns.

CLASS MEMBER SIGNATORIES

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

COUNTERPARTS

43. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

PLAINTIFF AND CLASS REPRESENTATIVE:

Dated: December 18, 2024

By: 
E90A17BEE849410...
John Pardee

DEFENDANT HOLZ RUBBER COMPANY, INC.:

Dated: _____

By: _____
Authorized Officer or Agent
Holz Rubber Company, Inc.

[Signatures Continue on Next Page]

CLASS MEMBER SIGNATORIES

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

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43. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

PLAINTIFF AND CLASS REPRESENTATIVE:

Dated: _____

By: _____
John Pardee

DEFENDANT HOLZ RUBBER COMPANY, INC.:

Dated: 12/23/2024 _____

By: Dave Smith
Authorized Officer or Agent
Holz Rubber Company, Inc.

[Signatures Continue on Next Page]

**DEFENDANT HR OUTSOURCING
ASSOCIATES, LLC**

Dated: _____

By: _____
Authorized Officer or Agent
HR Outsourcing Associates, LLC

APPROVED AS TO FORM:

D.LAW, INC.

Dated: December 19, 2024

By: 

Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan

Attorneys for Plaintiff John Pardee,
Class Members, and PAGA Members

JACKSON LEWIS P.C.

Dated: _____

By: _____
Evan D. Beecher
Samuel J. Maselli

Attorneys for Defendants
HOLZ RUBBER COMPANY, INC.
and HR OUTSOURCING ASSOCIATES, LLC

**DEFENDANT HR OUTSOURCING
ASSOCIATES, LLC**



Dated: 12/19/24

By: _____
Authorized Officer or Agent
HR Outsourcing Associates, LLC

APPROVED AS TO FORM:

D.LAW, INC.

Dated: _____

By: _____
Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan

Attorneys for Plaintiff John Pardee,
Class Members, and PAGA Members

JACKSON LEWIS P.C.

Dated: December 18, 2024

By:  _____
Evan D. Beecher
Samuel J. Maselli

Attorneys for Defendants
HOLZ RUBBER COMPANY, INC.
and HR OUTSOURCING ASSOCIATES, LLC