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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

WILLIAM MUSTAIN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

SIERRA STRIPING, INC.; RICHARD
WAYNE JOHNSON, an individual, and
Does 1 through 20, inclusive,
Defendants.

Case No. S-CV-0052071

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE BETWEEN PLAINTIFF, ON
BEHALF OF HIMSELF AND ALL
OTHERS SIMILARLY SITUATED, AND
DEFENDANTS**

This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement” or “Settlement”) is made and entered into by and between Plaintiff William Mustain (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, on the one hand, and SIERRA STRIPING, INC., and RICHARD WAYNE JOHNSON, an individual (collectively referred to as “Defendants”) on the other hand. This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks to represent, and on Defendants and the Released Parties, subject to the terms and conditions hereof and the Court’s approval. The Settlement contemplated by this Stipulation of Settlement is sometimes hereinafter referred to as the “Settlement.”

THE PARTIES STIPULATE AND AGREE as follows:

1. Plaintiff and Defendants are collectively referred to herein as “the Parties.” Plaintiff filed his PAGA Notice letter with the LWDA on September 20, 2023 (“PAGA Notice”). Plaintiff filed his Class Action and PAGA Complaint in Placer County Superior Court on January 29, 2024 (“Complaint”). Defendants filed an answer to the complaint denying all material allegations and asserting affirmative defenses.

2. Plaintiff's Complaint asserts causes of action on behalf of himself and the putative class members as follows: (1) violation of California Business and Professions Codes section 17200, *et seq.*, (2) failure to provide accurate wage statements, (3) failure to pay minimum wage, (4) failure to provide meal and rest periods, (5) waiting time penalties, (6) failure to pay overtime wages, (7) failure to reimburse business expenses, and; (8) penalties under PAGA from January 29, 2020 through the date the matter is certified as a class. Plaintiff's Complaint seeks recovery of alleged damages, penalties, interest, and attorneys' fees and costs. The term "Action" means this putative

1 class action pending in Placer County Superior Court. The class period is from January 29, 2020
2 through the date the Court grants preliminary approval (“Class Period”).

3 3. Plaintiff has not filed a motion for class certification in this action, nor has a date been
4 set by the Court for the filing of such a motion.

5 4. This Action has been actively litigated. There have been on-going investigations, and
6 there has been an exchange of documentation and information.

7 5. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
8 consist of all hourly, non-exempt employees of Defendants who performed work for Defendants in
9 California at any time between January 29, 2020 and the date the Court grants preliminary approval
10 (“Class Period”). Defendants have represented that there are approximately 41 class members. (the
11 “Settlement Class” or the “Class Members”).

12 6. The “PAGA Settlement Class” will consist of all hourly, non-exempt employees of
13 Defendants who performed work for Defendants in California at any time between September 20,
14 2022, through the date the Court grants preliminary approval (“PAGA Period”).

15 7. The Settlement Class shall not include any person who previously settled or released
16 any of the claims covered by this Settlement, or any person who previously was paid or received
17 awards through civil or administrative actions for the claims covered by this Settlement.

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

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

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

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

ii. Whether Plaintiff and the Settlement Class are entitled to alleged penalties, interest, and attorneys' fees and costs.

c. Plaintiff believes Plaintiff's claims are typical of the claims of the members of the Settlement Class.

d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of the Settlement Class, and that Plaintiff's counsel Timothy B. Del Castillo and Kent L. Bradbury of Castle Law: California Employment Counsel, PC should be "Class Counsel," and will fairly and adequately protect the interests of the Settlement Class.

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

f. With respect to the Settlement Class, Plaintiff believes that questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

9. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Action, and further deny that, for any purpose other than settling this Action, this Action is appropriate for class or representative treatment. With respect to Plaintiff's

1 claims, Defendants contend, among other things, that they have complied with all applicable state,
2 federal and local laws affecting Plaintiff and the Settlement Class.

3 10. It is the desire of the Parties to fully, finally and forever settle, compromise and
4 discharge all disputes and claims arising from or related to the Action. To achieve a full and
5 complete release of Defendants, each Class Member acknowledges that this Stipulation of
6 Settlement is intended to include in its effect any and all claims under state, federal and local law
7 that were or could have been asserted based on the facts and allegations made in the Action, and any
8 amendments thereto.

9 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
10 full and complete settlement and release of all claims arising from the allegations of this class action
11 case, which release includes in its effect Defendants and each of their current and former affiliates,
12 contractors, parents, divisions, subsidiaries, joint ventures and assigns, successors, predecessors and
13 assigns, partners, related business entities and actual or alleged joint employers, including but not
14 limited to Ace Asphalt, and each of their past or present officers, directors, shareholders, employees,
15 agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers,
16 and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and
17 attorneys, and all persons or entities acting by, through, under or in concert with any of them, and
18 any individual or entity which could be jointly liable with Defendants for any of the Released
19 Claims, including Defendants' customers. The groups described in this paragraph 11 are collectively
20 referred to as the "Released Parties".

21 12. Counsel for the Settlement Class have conducted a thorough investigation into the
22 facts of this Action, and have diligently pursued an investigation of Class Members' claims against
23 Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the
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1 opinion that the Settlement with Defendants for the consideration and on the terms set forth in this
2 Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the Settlement
3 Class in light of all known facts and circumstances, including the risk of significant delay, the risk
4 the Settlement Class will not be certified by the Court, defenses asserted by Defendants and
5 numerous potential appellate issues. Defendants and Defendants' counsel also agree that the
6 Settlement is fair and in the best interest of the Parties.

7 13. The Parties agree to cooperate and to take all steps necessary and appropriate to
8 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
9 Settlement.

10 14. This Settlement requires Defendants to pay Settlement Awards (defined below)
11 according to a specified formula to each Settlement Class Member who fails to submit a timely and
12 valid Request for Exclusion as specified in this Settlement ("Participating Class Member") as well
13 as to each PAGA Settlement Class Member who was employed during the PAGA Period
14 (September 20, 2022, through the date the Court grants preliminary approval), regardless of whether
15 or not that Class Member timely excluded him/herself from the Settlement. The maximum
16 settlement amount is \$115,000, including the Settlement Awards, Class Counsel's attorneys' fees,
17 Class Counsel's litigation expenses and costs, the enhancement award to the class representative,
18 \$10,000 allocated to penalties under the California Private Attorneys General Act ("PAGA") with
19 \$7,500 (three-quarters) paid to the California Labor and Workforce Development Agency
20 ("LWDA") and \$2,500 (one-fourth, referred to herein as the "PAGA Settlement Amount") paid to
21 the PAGA Settlement Class as described below, and settlement administration expenses
22 ("maximum total liability"). It is understood and agreed that Defendants' maximum total liability
23 under the Settlement shall not exceed \$115,000.00, with the exception of employer-paid payroll
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1 taxes and any pro rata increase pursuant to Section 14(c)(i) below. It is further understood and
2 agreed that Defendants shall have no obligation to pay any person, entity, or organization more than
3 the amount of the maximum total liability under the Settlement. If no objections are filed, payment
4 of the maximum settlement amount shall be made within 30 days from the court order granting final
5 approval in full and complete settlement of all PAGA Released Claims and Class Member Released
6 Claims. If objections are filed, payment shall be made within 65 days after final approval if no
7 appeal, or within seven (7) days after the appeal is dismissed or withdrawn, or the appeal is decided
8 upholding the propriety of the settlement.

9 TERMS OF SETTLEMENT

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

12 a. It is agreed by and among Plaintiff and Defendants that this Action and any
13 claims, damages or causes of action arising out of the disputes which are the subject of this Action,
14 be settled and compromised as between the Settlement Class and Defendants, subject to the terms
15 and conditions set forth in this Stipulation of Settlement and the approval of the Court, with the
16 exception of Plaintiff's individual claims, which are subject to a separate confidential written
17 settlement agreement.

18 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
19 shall become effective ("Effective Date") when all of the following events have occurred: (i) this
20 Stipulation of Settlement has been executed by all Parties and by counsel for the Class and
21 Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been
22 given to the Settlement Class, providing them with an opportunity to participate, object, or to opt
23 out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order and
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1 judgment certifying the Settlement Class and finally approving this Stipulation of Settlement; and
2 (v) only in the event there are written objections submitted prior to the formal fairness hearing
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 to pay more
13 than the total amount of their maximum total liability under the Settlement as set forth in Paragraph
14 14 under any circumstances, with the exception of employer-paid payroll taxes and any pro rata
15 increase pursuant to Section 15(c)(i) below. It is further agreed by and between the Parties that this
16 Settlement shall not become effective, and Defendants shall not have any obligation (monetary or
17 otherwise) under the terms of this Settlement, unless and until any objections, writs and/or appeals,
18 and any rights of appeal with respect to any objections or the judgment, have been finally exhausted
19 and resolved upholding the terms of this Settlement.

20 c. Maximum Settlement Amount, Net Settlement Amount and PAGA

21 Settlement Amount: To implement the terms of this Settlement, Defendants agree to pay
22 \$115,000.00 ("Maximum Settlement Amount"). The Parties agree the Maximum Settlement
23 Amount will be fully paid out, with no residue returning to Defendants. At no time shall
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Defendants have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendants shall retain exclusive authority over, and the responsibility for, those funds subject to the disbursement of funds necessary to effectuate the Settlement. All Settlement Awards paid to Class Members and the PAGA Settlement Class, the attorneys' fees and costs to Class Counsel, the enhancement award to the Class Representative, the fees and expenses of the Settlement Administrator, the payment to the LWDA pursuant to PAGA, and any other payments provided by this Settlement, shall be paid out of the Maximum Settlement Amount. The Net Settlement Amount shall be calculated by deducting all Class Counsel's attorneys' fees, Class Counsel's litigation expenses, the enhancement award, \$7,500 attributable to PAGA penalties and payable to the LWDA, and settlement administration expenses from the Maximum Settlement Amount ("Net Settlement Amount"). Class Members shall not be required to submit claim forms to participate in the Settlement; all Participating Class Members will be mailed settlement award checks, as will all non-Participating Class Members who were employed during the PAGA Period. Plaintiff's counsel will provide notice to the LWDA of this settlement in accordance with Labor Code § 2699(s)(2).

i. Class Size: Defendants represented to Plaintiff during settlement negotiations that the putative class consisted of approximately 41 individuals and 2,485 workweeks worked during the Class Period. If the actual number of weeks worked by Class Members during the class period exceeds 2,485, the GSA will increase proportionally based on the difference between any variation that exceeds ten percent (10%). For example, if the number of workweeks during the class period increases by 12%, then the GSA shall be increased by 2%—i.e., the difference between the 10% allowable variation and the 12% actual variation. In the alternative,

Defendants shall have the option of changing the final date of the Class and PAGA Periods to the last date before the Class Period workweeks exceeded 2,734.

ii. Settlement Awards to Participating Class Members: Settlement Awards to Participating Class Members will be determined based on the number of workweeks worked in California in a non-exempt position by the Class Members during the Class Period based on information to be provided by Defendants. Defendants' workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All workweek count disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all workweek count disputes will be final and non-appealable. The amount to be paid per workweek to Participating Class Members will be calculated by the Settlement Administrator by dividing the Net Settlement Amount by the number of workweeks worked by Participating Class Members. In addition, each PAGA Settlement Class member will get a payment from the Private Attorneys General Act Allocation based on the number of workweeks worked during the PAGA Period. Any person who opts out of the Settlement is not a Participating Class Member, and is ineligible to object to the Settlement.

iii. Private Attorneys General Act Allocation: The Parties have agreed to allocate \$10,000 of the Maximum Settlement Amount to penalties under the California Private Attorneys General Act ("PAGA"). Seventy-five percent (75%) of this amount, or in other words \$7,500, will be paid to the LWDA of the State of California, and the remaining balance of \$2,500 will be distributed to PAGA Settlement Class Members who worked for Defendants during the PAGA Period based on the pro-rata share of workweeks worked by each PAGA Settlement Class Member during the PAGA Period. Notwithstanding the submission of a timely and proper request

1 for exclusion, Non-Participating Class Members who were employed by Defendants during the
2 PAGA Period will still be bound by the settlement and release of the PAGA Claims or remedies
3 under the Final Judgment pursuant to *Arias v. Superior Court*, 46 Cal.4th 868 (2009) as requests for
4 exclusion do not apply to the PAGA Claims (and hence will receive a payment from the PAGA
5 Settlement Amount).

6 iv. Allocation of Settlement Awards: The Parties have agreed, based on
7 the allegations in the Action, that individual Settlement Awards payable to Participating Class
8 Members from the Net Settlement Amount will be allocated as follows: (1) twenty percent (20%)
9 will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; (2) eighty percent
10 (80%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC
11 will issue. Payments made to PAGA Settlement Class Members from the PAGA Settlement
12 Amount shall be allocated entirely to unpaid penalties for which IRS Forms 1099-MISC will issue.
13 Participating Class Members and PAGA Settlement Class Members shall be solely responsible for
14 the reporting and payment of their share of any federal, state and/or municipal income or other taxes
15 on payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and
16 Defendants' Counsel free and harmless from any claims resulting from treatment of such payments
17 as non-taxable, including the treatment of such payments as not subject to withholding or deduction
18 for payroll and employment taxes. No party has made any representation to any of the other Parties
19 as to the taxability of any payments pursuant to this Agreement, including the payments to
20 Participating Class Members, the payments to PAGA Settlement Class Members, the payments to
21 Class Counsel, the payments to the Class Representative, the payroll tax liability of Defendant, or
22 the allocation of the Net Settlement Amount or PAGA Payments to wage and non-wage income as
23 provided in this Section, or otherwise as to tax implications of any provision of this Agreement.
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1 v. Settlement Awards Do Not Trigger Additional Benefits: All

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

14 vi. Attorneys' Fees and Litigation Costs: Subject to Court approval or
15 modification, Defendants further agree not to oppose Class Counsel's application for attorneys' fees
16 and litigation costs as set forth in Paragraph 17 below.

17 vii. Class Representative: The Parties agree to the designation of Plaintiff
18 as the "Class Representative." Subject to Court approval, Defendants agree not to oppose
19 Plaintiff's request for an Enhancement Award of up to \$5,000. The Enhancement Award is in
20 addition to any claimed individual Settlement Award to which Plaintiff is entitled. The
21 Enhancement Award is to be part of, and to be deducted from, the Maximum Settlement Amount.
22 The Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to
23 the Plaintiff for his service as the Class Representative, and Plaintiff will be responsible for
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1 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
2 received. Should the Court approve an Enhancement Award to the Class Representative in an
3 amount less than that set forth above, the difference between the lesser amount approved by the
4 Court and the Enhancement Award set forth above shall be added to the Net Settlement Amount.

5 viii. Settlement Administrator: The Settlement Administrator will be
6 ILYM Group, Inc., or such other settlement administrator as may be mutually agreeable to the
7 Parties and approved by the Court. All administration expenses shall be paid out of the Maximum
8 Settlement Amount.

9 ix. Mailing of Settlement Awards: The Settlement Administrator will
10 cause the Settlement Awards to be mailed to the Class Members within 30 calendar days after the
11 Effective Date of the Settlement (defined above in Paragraph 15).

12 x. Class Notice: For each Class Member, there will be pre-printed
13 information on the Notice of Pendency of Class Action and Proposed Settlement (“Class Notice”),
14 the terms of which will be mutually agreed upon by the Parties, based on Defendants’ records,
15 stating the number of workweeks worked as Class Member during the Class Period, along with each
16 Class Member’s estimated Settlement Award amount, assuming all Class Members participate and
17 the final number of workweeks worked is the same as existed at the time of mailing the Class
18 Notice. Where applicable, the Class Notice shall also state the number of pay periods worked as
19 PAGA Settlement Class Members during the PAGA Period, along with each PAGA Settlement
20 Class members’ estimated PAGA Settlement Award. The pre-printed information based on
21 Defendants’ records shall be presumed to be correct unless written proof to the contrary is provided
22 to the Settlement Administrator. A Class Member may challenge the pre-printed information on the
23 Class Notice as to the workweeks worked during the Class Period by submitting written evidence to
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1 the Settlement Administrator. All disputes regarding workweeks worked will be resolved and
2 decided by the Settlement Administrator, and the Settlement Administrator's decision on all
3 disputes will be final and binding.

4 d. Enhancement Award to Plaintiff for Plaintiff's Service as Class

5 Representative: The Settlement Administrator will pay the Enhancement Award approved by the
6 Court to Plaintiff within 30 calendar days after the Effective Date of the Settlement (defined above
7 in Paragraph 15).

8 e. Right to Rescission In the event that ten percent (10%) or more of Class
9 Members opt out of the settlement, Defendants maintain the right, in their sole discretion, to revoke
10 the settlement and their stipulation to class certification within seven (7) days of learning that more
11 than ten percent (10%) of Class Members opted out of the settlement. Should Defendants exercise
12 this right, they shall be solely responsible for the costs of settlement administration incurred.

13 CLAIMS ADMINISTRATION

14 16. The Parties have agreed to the appointment of ILYM Group, Inc. to perform the
15 customary duties of Settlement Administrator; provided, however, the Parties shall have the right to
16 select or substitute a different Settlement Administrator by mutual agreement and approval by the
17 Court. The Settlement Administrator will mail the Class Notice to all Class Members. The
18 Settlement Administrator will independently review Defendants' data as to the number of pay
19 periods worked during the Class Period, and will calculate the amounts due to Class Members and
20 PAGA Settlement Class Members in accordance with this Stipulation of Settlement. The
21 Settlement Administrator shall report, in summary or narrative form, the substance of its findings.
22 The Settlement Administrator shall be granted reasonable access to Defendants' records to perform
23 its duties. The Settlement Administrator will issue and send out Settlement Award checks to Class
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Members and PAGA Settlement Class Members. Tax treatment of the Settlement Awards will be as set forth herein. The Settlement Administrator shall be responsible for calculating applicable employer taxes, employee tax withholdings and payroll taxes, making related tax payments to federal and state tax authorities, preparing any tax returns and any other filings required by any governmental taxing authority or agency and issuing tax forms relating to payments made under the Agreement. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out.

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 not to oppose Class Counsel's application for attorneys' fees not to exceed 33.33 percent of the Maximum Settlement Amount, or in other words up to \$38,329.50 and attorneys' costs not to exceed \$5,000.00, from the Maximum Settlement Amount. 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 maximum amounts set forth above shall be added to the Net Settlement Amount.

1 18. The attorneys' fees and litigation costs approved by the Court shall be paid to Class
2 Counsel within 30 calendar days after the Effective Date of the Settlement (defined above in
3 Paragraph 15).

4 NOTICE TO THE SETTLEMENT CLASS

5 19. Class Notice as agreed to by the Parties and approved by the Court, shall be sent by
6 the Settlement Administrator to the Class Members by first class mail. Any returned envelopes
7 from this mailing with forwarding addresses will be used by the Settlement Administrator to
8 forward the Notice to the Class Members.

9 a. Within 21 calendar days of preliminary approval of this Settlement by the
10 Court, Defendants shall provide to the Settlement Administrator a spreadsheet of the Class
11 Members' names, last-known addresses, last-known telephone numbers, Social Security numbers
12 ("Class Member Information"), and workweek and pay period data. The Class Members' contact
13 information and Social Security numbers will be used only by the Settlement Administrator for the
14 sole purpose of effectuating the Settlement, and will not be provided to Class Counsel at any time or
15 in any form. To the extent Class Counsel possesses or comes to possess the Class Members'
16 contact information and/or Social Security numbers, Class Counsel shall return all such information
17 (including copies and data or information derived therefrom) within five (5) days of the date the
18 Court preliminarily approves the Settlement, shall not retain copies of such information, and shall
19 not maintain or use such information for any purpose. The spreadsheet provided for above, shall be
20 based on Defendants' payroll and other business records and in a format acceptable to the
21 Settlement Administrator. Within 30 calendar days of preliminary approval of this Settlement, the
22 Settlement Administrator will mail the Class Notice to Class Members.

1 b. Notices returned to the Settlement Administrator as non-delivered during the
2 45 calendar day period for objecting to the Settlement, or disputing the workweeks worked during
3 the Class Period, shall be resent to the forwarding address, if any, on the returned envelope. If there
4 is no forwarding address, the Settlement Administrator will do a check of the Class Members'
5 addresses against those on file with the U.S. Postal Service's National Change of Address List and
6 will skip-trace return mail and re-mail within three (3) calendar days of receipt using the Class
7 Member's social security number; this search will be performed only once per Class Member by the
8 Settlement Administrator. Upon completion of these steps by the Settlement Administrator,
9 Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to
10 provide the Class Notice to the affected member of the Settlement Class. The affected member of
11 the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the
12 terms of the Stipulation of Settlement and the Court's Order and Final Judgment; the same is true
13 for PAGA Settlement Class Members.

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

16 e. Class Counsel shall provide to the Court, at least sixteen (16) court days
17 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
18 diligence and proof of mailing with regard to the mailing of the Class Notice.

19 SETTLEMENT AWARDS

20 20. Settlement Awards shall remain valid and negotiable for one hundred eighty (180)
21 calendar days from the date of their issuance; upon the deadline to cash the Settlement Awards, the
22 checks will automatically be canceled by the Settlement Administrator if not cashed by the Class
23 Member / PAGA Settlement Class Member within that time, and the Class Member / PAGA
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1 Settlement Class Member's claim will remain released by the Settlement. The Settlement Awards
2 provided to Class Members / PAGA Settlement Class Members shall prominently state the
3 expiration date or a statement that the checks will expire in one hundred eighty (180) days, or
4 alternatively, such a statement may be made in a letter accompanying the check. Expired
5 Settlement Awards will not be reissued, except for good cause and as mutually agreed by the
6 Parties in writing. The Settlement Administrator will send one reminder notice to all Class
7 Members / PAGA Settlement Class Members who have not cashed the settlement award check 30
8 days prior to the deadline. Any residue from uncashed Settlement Awards after the expiration date
9 will be Funds from uncashed or returned checks will be distributed to the State Controller
10 Unclaimed Property Fund pursuant to Code of Civil Procedure Section 384, subject to Court
11 approval. Upon completion of its calculation of payments, the Settlement Administrator shall
12 provide Defendants with a report listing the amount of all payments to be made to each Class
13 Member / PAGA Settlement Class Member. Defendants, on behalf of the Released Parties, will
14 pay to the Settlement Administrator the Maximum Settlement Amount, after the Settlement
15 becomes effective as defined in Paragraph 15, within 30 calendar days following the Effective
16 Date. The Settlement Administrator shall disburse the payment in accordance with Paragraph 15.
17 The Settlement Administrator will be responsible for making appropriate deductions, paying to
18 Class Counsel any Court-approved attorneys' fees and litigation costs, paying to the Class
19 Representative any Court-approved Enhancement Award, paying the LWDA seventy-five percent
20 (75%) of the amount allocated for PAGA penalties above, meeting tax reporting obligations, and
21 for issuing the individual Settlement Awards to Class Members. Proof of payment will be filed
22 with the Court and provided to Class Counsel and Defendants' Counsel within one hundred twenty
23 (120) calendar days from the Effective Date.

OPTING OUT OF / OBJECTING TO THE SETTLEMENT

21. Opting Out of the Settlement. For those Class Members who do not wish to participate in the Settlement, such Class Members may exclude themselves (i.e., opt out) by submitting a timely written request to the Settlement Administrator. The written request ("Request for Exclusion") should state that he/she has received the Class Notice, decided not to participate in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the individual's full name, address, last four digits of Social Security Number, and telephone number. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later than 45 calendar days after the Settlement Administrator mails the Notice to the Class Members. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement. If a Settlement Class Member submits both an objection and a valid and timely request for exclusion, the request for exclusion will override the objection, and the objection shall therefore be ignored.

22. Objecting to the Settlement. Any Participating Class Member that wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for Defendants), a timely statement of objection. To be timely, an objection must be mailed to the Settlement Administrator, and postmarked no later than 45 calendar days after the Settlement Administrator mailed the Notice to the Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether an objection has been timely submitted. An objection must contain at least the following: (i) the objector's full name,

1 address, telephone, last four digits of Social Security Number, and signature; (ii) a clear reference to
2 the Lawsuit; (iii) a statement of the specific legal and factual basis for each objection argument; and
3 (iv) a statement whether the objecting person intends to appear at the Final Approval Hearing, either
4 in person or through counsel and, if through counsel, a statement identifying that counsel by name,
5 bar number, address and telephone number. All objections shall be signed by the objecting
6 Participating Class Member, even if the Participating Class Member is represented by counsel. The
7 right to object to the proposed Settlement must be exercised individually by a Participating Class
8 Member. Attempted collective, group, class or subclass objections shall be ineffective and
9 disregarded. If the Court rejects the objection, the Participating Class Member will be bound by the
10 terms of the Settlement.

11 RELEASE BY THE CLASS

12 23. Upon final approval by the court, the participating Class Members (i.e., Class
13 Members who do not opt out of the settlement) shall be deemed to have fully, finally, and forever
14 released Released Parties from all any and all claims or causes of action that are pled, or that could
15 have been pled, based on the facts alleged in the Complaint, while employed in California as hourly,
16 non-exempt employees by Defendants during the Class Period, including but not limited to any and
17 all claims, rights, demands, liabilities, and causes of action of every nature and description arising
18 from January 29, 2020 through the date the Court grants preliminary approval, including, statutory,
19 constitutional, contractual, or common law claims for wages, damages, unpaid costs, statutory
20 penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable
21 relief, which constitute or relate to any one or more of the following categories of claims: (a) failure
22 to pay and/or appropriately calculate minimum, straight time, overtime, double time, or any other
23 types of wages; (b) failure to provide compliant meal periods and/or pay complaint meal period
24

1 premiums; (c) failure to provide compliant rest breaks and/or pay compliant rest break premiums;
2 (d) failure to provide accurate wage statements; (e) failure to provide proper form of payment; (f)
3 failure to pay timely wages; (g) failure to timely pay all wages due at termination, including claims
4 for waiting time penalties; (h) failure to reimburse business expenses; and (i) any other types of
5 claims that were pled, or could arise out of the facts pled, as part of the Action (“Class Members’
6 Released Claims”). The Class Members' Released Claims include all claims that arise under the
7 California Labor Code, including under California Labor Code §§ 201, 202, 203, 204, 210, 212,
8 221, 226, 226.3, 226.7, 227.3, 256, 510, 512, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197,
9 1197.1 and 1198, 2802; California Business and Professions Code §§ 17200 et seq., any applicable
10 California Industrial Welfare Commission Wage Order, MW Order-2014, MW Order-2017; and
11 any similar statutes, regulations, ordinances, and laws, to the extent such claims were pled, or could
12 arise out of the facts pled, as part of this action. Class Members who do not submit a timely and
13 valid request for exclusion from the settlement shall be deemed to have fully released all Class
14 Members’ Released Claims.

15 24. Subject to Court approval, all PAGA Settlement Class Members who worked one or
16 more shifts within the PAGA Period shall be deemed to have released the PAGA Released Claims,
17 meaning mean any and all claims against Released Parties for recovery of civil penalties under
18 PAGA to recover civil penalties, attorneys’ fees, litigation costs, which Plaintiff and/or the PAGA
19 Settlement Class had, or may claim to have, that were alleged or could have been alleged based on
20 the facts alleged in Plaintiff’s September 20, 2023 letter to the LWDA and the Complaint arising
21 from September 20, 2022 through the date the Court grants preliminary approval. These claims are
22 released by Plaintiff in his representative capacity as authorized proxy and agent for the State of
23 California and the LWDA and as a private attorney general acting on behalf of himself and the
24

1 PAGA settlement employees, for civil penalties under the PAGA, including the alleged (a) failure
2 to keep accurate records (Labor Code §§ 1174, 1174.5); (b) failure to provide compliant meal
3 periods and/or pay compliant meal period premiums; (Labor Code §§ 226.7, 512, and IWC Wage
4 Order Nos. 4-2001, § 11) and 16, § 10; (c) failure to provide rest breaks and/or to pay compliant rest
5 break premiums (Labor Code § 226.7 and IWC Wage Order Nos. 4-2001, § 12 and 16, § 11);
6 (d) failure to provide accurate wage statements (Labor Code §§ 226, 226.3); (e) failure to pay final
7 wages (Labor Code §§ 201-204, 256, 227.3); (f) failure to reimburse business expenses (Labor Code
8 § 2802); (g) failure to pay minimum wages (Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1182.12,
9 IWC Wage Order Nos. 4-2001, § 4; 16, § 4), MW-2014, MW-2017; and, (h) failure to pay and/or
10 appropriately calculate overtime, double time, or any other types of wages (Labor Code §§ 210, 212,
11 227.3, 510, 1194; IWC Wage Order Nos. 4-2001, § 3, 16-2001, § 3).

12 25. Effective upon the date of final approval by the Court of this Stipulation of
13 Settlement, Plaintiff, on behalf of himself, his spouse, heirs, administrators, executors, successors,
14 representatives and assigns, fully releases and discharges the Released Parties from all claims,
15 actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any
16 nature and description whatsoever that occurred during the Class Period and the PAGA Period,
17 including (a) all class claims that were or reasonably could have been alleged based on facts
18 contained in the Complaint, and (b) all representative and individual PAGA claims that were or
19 reasonably could have been alleged based on facts contained in the Complaint and/or the PAGA
20 Notice. The claims released pursuant to this paragraph include but are not limited to the
21 Participating Class Members' Released Claims, PAGA Settlement Class Member Released Claims,
22 and Plaintiff's individual and representative PAGA and Class claims. However, Plaintiff is not
23
24

releasing herein his individual claims, which are subject to a separate confidential written settlement agreement

26. In addition, the Class Representative and each Settlement Class Member is forever barred and enjoined from instituting or accepting damages or obtaining relief against the Released Parties for any period from January 29, 2020, through the date the Court grants preliminary approval, relating to claims that individual has released pursuant to Paragraphs 23-25.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

27. Plaintiff shall promptly submit this Stipulation of Settlement to the Placer County Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy and reasonableness; Plaintiff agrees to provide Defendants the opportunity to review, and to seriously consider Defendants' comments before filing, Plaintiff's Motion for Preliminary Approval. Promptly upon execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of an order preliminarily approving the Settlement.

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

b. Certifying a Settlement Class, Plaintiff William Mustain as the Class Representative, and Timothy B. Del Castillo and Kent L. Bradbury of Castle Law: California Employment Counsel, PC as Class Counsel;

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

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

- 1 e. Directing the mailing of the Class Notice by first class mail to the Class
2 Members; and
3 f. Preliminarily approving the Settlement subject only to the objections of Class
4 Members and final review by the Court; and
5 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
6 other cases, claims, suits or administrative proceedings (including filing claims with the Division of
7 Labor Standards Enforcement of the California Department of Industrial Relations) regarding the
8 Released Claims unless and until such Class Members have filed valid Requests for Exclusion with
9 the Settlement Administrator.

10 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

11 28. Upon the Effective Date of the Settlement provided for in this Stipulation of
12 Settlement, Class Counsel will return to Defendants or delete all company and employee
13 documents, lists, and electronic data in all forms and formats (originals and copies). Plaintiff agrees
14 to provide Defendants the opportunity to review, and to seriously consider Defendants' comments
15 before filing, Plaintiff's Motion for Final Approval of Class Action Settlement.

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

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

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

21 d. Entering judgment in accordance with California Rules of Court, Rule
22 3.769(h), with prejudice, and permanently barring and enjoining all members of the Settlement
23

1 Class from prosecuting against any Released Parties any individual or class or collective claims
2 released herein, upon satisfaction of all payments and obligations hereunder.

3 PARTIES' AUTHORITY

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

6 MUTUAL FULL COOPERATION

7 30. To effectuate the terms of the Settlement, the Parties agree all formal and informal
8 discovery shall be stayed pending Court approval of the Settlement.

9 31. The Parties agree to fully cooperate with each other to accomplish the terms of this
10 Stipulation of Settlement, including, but not limited to, execution of such documents and taking
11 such other action as reasonably may be necessary to implement the terms of this Stipulation of
12 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
13 Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or
14 otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as
15 practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance
16 and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's final
17 approval of this Stipulation of Settlement.

18 32. The Parties and their respective counsel agree that they will not attempt to encourage
19 Class Members to file Requests for Exclusion.

20 NO PRIOR ASSIGNMENTS

21 33. The Parties and their counsel represent, covenant and warrant that they have not
22 directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
23

1 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
2 or right herein released and discharged except as set forth herein.

3 NO ADMISSION

4 34. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is
5 to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the
6 part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement solely
7 with the intention to avoid further disputes and litigation with the attendant inconvenience and
8 expenses.

9 ENFORCEMENT ACTIONS

10 35. The Parties agree that the Placer County Superior Court shall retain jurisdiction to
11 enforce the terms of this Settlement pursuant to California Code of Civil Procedure Section 664.6.
12 In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or
13 other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of
14 Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful
15 party or Parties shall be entitled to recover from the unsuccessful Party or Parties' reasonable
16 attorneys' fees and litigation costs, including expert witness fees incurred in connection with any
17 enforcement actions.

18 NOTICES

19 36. Unless otherwise specifically provided herein, all notices, demands or other
20 communications given hereunder shall be in writing and shall be deemed to have been duly given as
21 of the third business day after mailing by United States registered or certified mail, return receipt
22 requested, addressed as follows:

Timothy B. Del Castillo, Esq.
Kent L. Bradbury, Esq.
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661

Carrie Bushman, Esq.
Daniel Kozieja, Esq.
COOK BROWN, LLP
2407 J Street, 2nd Floor
Sacramento, CA 95816

37. The Class Representative and Class Counsel will not make any public disclosure of the Settlement, except through the public filings to preliminarily and finally approve the Settlement; the Parties will use their best efforts to reach agreement on all Court filings. 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 necessary to ensure that the Class Representative is aware of the restriction against any public disclosure of the Settlement. This provision does not prevent Class Counsel from communicating with any Class Members who may contact Class Counsel, or their own attorneys or tax advisors.

38. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the

1 extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of
2 Settlement.

3 CAPTIONS AND INTERPRETATIONS

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

8 MODIFICATION

9 40. This Stipulation of Settlement may not be changed, altered or modified, except in
10 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
11 may not be discharged except by performance in accordance with its terms or by a writing signed by
12 the Parties hereto.

13 INTEGRATION CLAUSE

14 41. This Stipulation of Settlement contains the entire agreement between the Parties
15 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
16 agreements, understandings, representations and statements, whether oral or written and whether by
17 a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except
18 in writing.

19 BINDING ON ASSIGNS

20 42. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
21 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
22 administrators, successors and assigns.

23 CLASS MEMBER SIGNATORIES

43. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Class Notice will advise all Class 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 member of the Class.

COUNTERPARTS

44. 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 knowingly and voluntarily execute this Joint

Stipulation of Settlement as of the date(s) set forth below:

Plaintiff and Class Representative

Dated: Apr 10, 2025


William Mustain (Apr 10, 2025 20:47 PDT)
WILLIAM MUSTAIN

Defendants

SIERRA STRIPING, INC.

Dated:

By

1 RICHARD WAYNE JOHNSON

2 Dated: _____

Richard Wayne Johnson

4 **APPROVED AS TO FORM:**

6 DATED: April 14, 2025

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

7 By:  _____
8 Timothy Del Castillo
9 Kent Bradbury
Attorneys for Plaintiff and the Class

10 DATED: _____

COOK BROWN, LLP
CARRIE E. BUSHMAN, ESQ.
DANIEL F.C. KOZIEJA, ESQ.

13 By: _____
Attorneys for Defendants
14 SIERRA STRIPING, INC; RICHARD WAYNE
15 JOHNSON

43. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Class Notice will advise all Class 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 member of the Class.

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IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint Stipulation of Settlement as of the date(s) set forth below:

Plaintiff and Class Representative

Dated: _____

WILLIAM MUSTAIN

Defendants

SIERRA STRIPING, INC.

Dated: 3-5-2025

By

1 RICHARD WAYNE JOHNSON

2 Dated: 3-5-2025


Richard Wayne Johnson

3
4 **APPROVED AS TO FORM:**

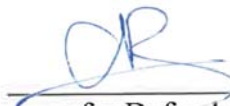
5
6 DATED: _____

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

7 By: _____
8 Timothy Del Castillo
9 Kent Bradbury
Attorneys for Plaintiff and the Class

10 DATED: 4.23.25

COOK BROWN, LLP
CARRIE E. BUSHMAN, ESQ.
DANIEL F.C. KOZIEJA, ESQ.

11
12
13 By: 
14 Attorneys for Defendants
SIERRA STRIPING, INC; RICHARD WAYNE
JOHNSON