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ARMSTRONG INSTALLATION SERVICE, a California Corporation

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

HECTOR ERAZO ROMERO, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

ARMSTRONG INSTALLATION SERVICE,
a California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 22CV022519

[Assigned for all purposes to the Hon.
Evelio Grillo in Dept. 21]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: November 22, 2022
TRIAL DATE: None set

1 This Joint Stipulation Re: Class Action and Representative Action Settlement
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 Hector Erazo Romero (“Plaintiff”), on behalf of himself and all others similarly situated and
4 aggrieved, on one hand; and defendant Armstrong Installation Service (“Defendant”), on the
5 other hand, in the lawsuit entitled *Romero v Armstrong Installation Service*, a California
6 Corporation, filed in Alameda County Superior Court, Case No. 22CV022519 (the “Action”).
7 Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This
8 Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth
9 herein, based upon and subject to the terms and conditions of this Agreement.

10 **1. DEFINITIONS**

11 **A. “Action”** means the action entitled *Romero v Armstrong Installation Service.*,
12 filed in Alameda County Superior Court, Case No. 22CV022519.

13 **B. “Aggrieved Employees”** means all non-exempt, hourly, and piece rate-paid
14 employees who worked for the Defendant during the PAGA Period.

15 **C. “Class Counsel”** means David D. Bibiyan, Jeffrey D. Klein, and Vedang Patel of
16 Bibiyan Law Group, P.C The term “Class Counsel” shall be used synonymously with the term
17 “Plaintiff’s Counsel.”

18 **D. “Class Members,” “Settlement Class,” or “Settlement Class Members”** means
19 all current and former non-exempt, hourly, and piece rate-paid employees of Defendant in the
20 state of California during the Class Period.

21 **E. “Class Period”** means the period from November 22, 2018, through the
22 Preliminary Approval Date.

23 **F. “Class Notice”** means and refers to the notice sent to Class Members after
24 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
25 Agreement.

26 **G. “Court”** means the Superior Court of the State of California for the County of
27 Alameda.

28 **H. “Final Approval Date”** means the later of: (1) the date the Court signs an Order

1 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
2 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
3 appeals have been filed, the date on which they have been resolved or exhausted.

4 **I. “Defendant”** means Armstrong Installation Service, a California Corporation.

5 **J. “Employer Taxes”** means employer-funded taxes and contributions imposed on
6 the wage portions of the Individual Settlement Payments under the Federal Insurance
7 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
8 and contributions required of employers, such as for unemployment insurance.

9 **K. “General Release”** means the broader release of claims by Plaintiff, which is in
10 addition to Plaintiff’s limited release of claims as a Participating Class Member.

11 **L. “Gross Settlement Amount”** means a non-reversionary fund in the total sum of
12 Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00),¹ which shall be paid by
13 Defendant. Defendant shall receive a credit in the amount of Twenty-Five Thousand Dollars and
14 Zero Cents (\$25,000.00), that represents the amounts already paid by *Pick Up Stix* releases issued
15 by Defendant; thus, Defendant will fund a total payment for purposes of this settlement of Two
16 Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00), from which all payments
17 for the Individual Settlement Payments to Participating Class Members, the Court-approved
18 amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel,
19 Settlement Administration Costs, the Service Award, the PAGA Payment and the LWDA
20 Payment shall be paid. It expressly excludes Employer Taxes, which shall be paid by Defendant
21 separate, apart and in addition to the Gross Settlement Amount.

22 **M. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
23 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
24 Settlement Share if he or she is also a Participating Class Member.

25 **N. “Individual Settlement Payment”** means a payment to a Participating Class
26 Member of his or her net share of the Net Settlement Amount.

27
28

¹ As the same may be increased in accordance with Paragraph 17 below.

1 **O. “Individual Settlement Share”** means the gross amount of the Net Settlement
2 Amount that a Participating Class Member is projected to receive based on the number of
3 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
4 shall be reflected in his or her Class Notice.

5 **P. “LWDA Payment”** means the payment to the State of California Labor and
6 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
7 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
8 Settlement Amount. The Parties have agreed that Twenty-Five Thousand Dollars and Zero Cents
9 (\$25,00.00) shall be allocated toward PAGA penalties, of which Eighteen Thousand Seven
10 Hundred Fifty Dollars and Zero Cents (\$18,750.00) will be paid to the LWDA (*i.e.*, the LWDA
11 Payment) and Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$7,250.00) will be
12 paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for
13 Defendants as a non-exempt, hourly-paid, and piece rate-paid employee in California in the
14 PAGA Period (*i.e.* the PAGA Payment).

15 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
16 that is available for distribution to the Participating Class Members after deductions for the Court-
17 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
18 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
19 Payment and the PAGA Payment.

20 **R. “Operative Complaint”** or **“Complaint”** means the First Amended Complaint to
21 be filed in the Action.

22 **S. “PAGA Payment”** is the 25% portion of the Twenty-Five Thousand Dollars and
23 Zero Cents (\$25,000.00) that is allocated toward PAGA penalties (Seven Thousand Two
24 Hundred Fifty Dollars and Zero Cents (\$7,250.00) that will be paid to Aggrieved Employees on
25 a *pro rata* basis based on the Workweeks worked as non-exempt, hourly-paid employees in
26 California in the PAGA Period, which would be in addition to their Individual Settlement
27 Payment if they are Participating Class Members, as well.
28

1 **T. “PAGA Period”** means the period from October 11, 2022 through the end of the
2 Class Period.

3 **T. “Participating Class Members”** means all Settlement Class Members who do
4 not submit a timely and valid Request for Exclusion.

5 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
6 Settlement Amount that a Participating Class Member is eligible to receive based on the number
7 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
8 all opt-outs have been factored in, separate from any Individual PAGA Payment to which he or
9 she may be entitled if he or she is also an Aggrieved Employee.

10 **V. “Plaintiff,” “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff
11 Hector Erazo Romero.

12 **W. “Preliminary Approval Date”** means the date on which the Court enters an Order
13 granting preliminary approval of the Settlement.

14 **X. “Released Parties”** shall mean Defendant and its parents, subsidiaries, affiliates,
15 insurers, related entities and divisions, and its and their respective: (i) predecessors, successors,
16 and assigns, and (ii) current and former agents, heirs, executors, administrators, principals,
17 owners, officers, directors, shareholders, employees, founders, members, assigns, insurers,
18 attorneys, bond holders, secured creditors, and all others claiming through or by any of them.

19 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
20 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,
21 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
22 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
23 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
24 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
25 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
26 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
27 Workweek Dispute was submitted by the Response Deadline.
28

1 **Z. “Request for Exclusion”** means a written request to be excluded from the
2 Settlement Class pursuant to Paragraph 9(C) below.

3 **AA. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
4 Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court
5 approval, will be paid out of the Gross Settlement Amount.

6 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
7 Administrator in administration of the Settlement, including, but not limited to, translating the
8 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
9 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
10 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
11 withholdings, providing declarations, generating Individual Settlement Payment checks and
12 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
13 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
14 of litigation costs and expenses, to Plaintiff for his Service Award and to the LWDA for the
15 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
16 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
17 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
18 \$6,750.00. If the actual amount of the Settlement Administration Costs is less than \$6,750.00,
19 the difference between \$6,750.00 and the actual Settlement Administration Costs shall be a part
20 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$6,750.00, then
21 such excess will be paid solely from the Gross Settlement Amount and Defendant will not be
22 responsible for paying any additional funds in order to pay these additional costs.

23 **CC. “Settlement Administrator”** means the Third-Party Administrator selected by
24 the Plaintiff that will be responsible for the administration of the Settlement including, without
25 limitation, translating the Class Notice in Spanish, distribution of the Individual Settlement
26 Payments to be made by Defendant from the Gross Settlement Amount and related matters under
27 this Agreement.

1 **DD.** “**Workweeks**” means the number of weeks that a Class Member or Aggrieved
2 Employee worked for Defendant in a non-exempt, hourly-paid position during the Class Period
3 or PAGA Period, respectively, in California, based on dates of employment (*i.e.* hire dates, re-
4 hire dates (as applicable), and termination dates (as applicable)).

5 **2. BACKGROUND**

6 **A.** On November 22, 2022, Plaintiff filed the Action against Defendants, alleging:
7 (1) failure to pay overtime wages; (2) failure to pay minimum wages; (2) failure to provide meal
8 periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement
9 violations; (7) failure to timely pay wages; (8) failure to indemnify for business expenses; (9)
10 failure to pay interest on deposits; (10) failure to pay vested vacation pay, and (11) engaging in
11 unfair competition.

12 **B.** On October 11, 2023, Plaintiff filed with the Labor and Workforce Development
13 Agency (LWDA) and served the same on Defendant, a notice stating that Plaintiff intended to
14 serve as a proxy of the LWDA on behalf of the Aggrieved Employees for various violations of
15 the Labor Code.

16 **C.** Defendant denies any liability or wrongdoing of any kind associated with the
17 claims alleged in the Action, disputes any wages, damages, and penalties claimed by the Class
18 Representative are owed, and further contends that, for any purpose other than settlement, the
19 Action is not appropriate for class or representative action treatment, Defendant contends that
20 this Action is not manageable as a PAGA representative action. Defendant contends, among other
21 things, that at all times it complied with the California Labor Code and the Industrial Welfare
22 Commission Wage Orders.

23 **D.** On October 10, 2023, the Parties participated in mediation with Marc Feder, an
24 experienced mediator in complex wage and hour class and PAGA actions. With the aid of the
25 mediator, the Parties reached this Settlement.

26 **E.** Class Counsel have conducted significant investigation of the law and facts
27 relating to the claims asserted in the Action and in the PAGA Notice, and have concluded that
28 the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the

1 Settlement Class, taking into account the sharply contested issues involved, the expense and time
2 necessary to litigate the Action through trial and any appeals, the risks and costs of further
3 litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation,
4 the information learned through informal discovery regarding Plaintiff's allegations, and the
5 substantial benefits to be received by Settlement Class Members.

6 **F.** Defendant has concluded that, because of the substantial expense of defending
7 against the Action, the length of time necessary to resolve the issues presented herein, the
8 inconvenience involved and the concomitant disruption to its business operations, it is in its best
9 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
10 claims asserted against it in the Action and in the PAGA Notice. However, Defendant,
11 nevertheless, desires to settle the Action for the purpose of avoiding the burden, expense and
12 uncertainty of continuing litigation, and for the purpose of putting to rest the controversies
13 engendered by the Action.

14 **G.** This Agreement is intended to and does effectuate the full, final and complete
15 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
16 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
17 and Aggrieved Employees.

18 **3. JURISDICTION**

19 The Court has jurisdiction over the Parties and the subject matter of the Action. The
20 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
21 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
22 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
23 pursuant to California Rules of Court, rule 3.769, subdivision (h).

24 **4. STIPULATION OF CLASS CERTIFICATION**

25 The Parties stipulate to the certification of the Settlement Class under this Agreement for
26 purposes of settlement only.

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1 5. **AMENDMENT OF PLEADING AND MOTIONS FOR APPROVAL**
2 **OF SETTLEMENT**

3 As part of this Agreement, the Parties agree to stipulate to the filing of a First Amended
4 Complaint to include all claims for PAGA civil penalties asserted by Plaintiff in the PAGA
5 Notice. The Parties agree that Defendant shall not be required to file a responsive pleading to the
6 First Amended Complaint unless the Court does not grant Final Approval of the Settlement. After
7 full execution of this Agreement, Plaintiff will move for an order granting preliminary approval
8 of the Settlement, approving and directing the mailing of the proposed Notice of Class Action
9 Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally certifying the
10 Settlement Class for settlement purposes only, and approving the deadlines proposed by the
11 Parties for the submission of Requests for Exclusion, Workweek Disputes and Objections. If and
12 when the Court preliminarily approves the Settlement, and after administration of the Class
13 Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff will move
14 for an order finally approving the Settlement and seek entry of a Judgment in line with this
15 Settlement. The Parties may both respond to any Objections lodged to final approval of the
16 Settlement up to five (5) court days before the Final Approval Hearing.

17 6. **STATEMENT OF NO ADMISSION**

18 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff
19 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
20 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or
21 allegations asserted in the Action or in the PAGA Notice. Except as set forth elsewhere herein,
22 in the event that this Agreement is not approved by the Court or any appellate court, is terminated,
23 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or
24 affected in any way any claims, rights or remedies, or defenses in the Action or in the PAGA
25 Notice, and Defendants will not be deemed to have waived, limited or affected in any way any
26 of their objections or defenses in the Action and in the PAGA Notice. The Parties shall not
27 stipulate to class certification and shall be restored to their respective positions in the Action prior
28 to the entry of this Settlement. Payment of wages under this Settlement neither extend nor alter

the Class Members' period of employment with Defendant for any purpose.

7. RELEASE OF CLAIMS

A. Release by All Participating Class Members

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release all claims, demands, liabilities, damages, restitution, attorney's fees, costs, and penalties against the Released Parties, for the duration of the Class Period for all claims alleged in the Operative Complaint or that could have been alleged in the Operative Complaint based on the facts asserted in the Operative Complaint, including all claims arising from alleged unpaid wages, minimum wages, regular wages, overtime wages, and double time wages; piece-rate; drive time; non-productive time; meal and rest period violations and premiums thereon; untimely payment of wages; wage statement violations; separation pay violations; unpaid reimbursements and expenses; failure to pay interest on deposits; unpaid vacation pay wages; unfair competition; unfair business practices; restitution; injury in fact; lost money or property; and any and all restitution damages for property or money, whether or not related to wage and hour claims (the "Class Released Claims").

B. Release by All Aggrieved Employees

Plaintiff and the Aggrieved Employees agree to settle and release all claims for PAGA civil penalties asserted in the PAGA Notice and alleged in the Operative Complaint, or that could have been based on the facts asserted in the PAGA Notice and/or Operative Complaint (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".

C. Claims Not Released

The releases above expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved

1 Employees (and, to the extent permitted by law, the State of California) arising outside of the
2 PAGA Period.

3 **D. General Release**

4 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
5 of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross
6 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, in addition to
7 the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases
8 the Released Parties from all claims, demands, rights, liabilities and causes of action of every
9 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
10 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
11 arising out of, relating to, or in connection with any act or omission of the Released Parties
12 through the date of full execution of this Agreement in connection with Plaintiff's employment
13 with Defendant or termination thereof, except for any and all other claims that may not be
14 released as a matter of law through this Agreement. To the extent of the General Release provided
15 herein, Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the
16 Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator
17 selected of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the
18 Settlement, they shall have expressly waived and relinquished, to the fullest extent permitted by
19 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
20 similar provision under federal or state law, which provides:

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

24 Plaintiff's General Release also includes, without limitation: (1) all claims for violation
25 of any federal, state or local statute, ordinance or regulation relating to employment benefits,
26 leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment,
27 specifically including, without limitation, the California Fair Employment and Housing Act, the
28 California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical

1 Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection
2 Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and
3 the Employee Retirement Income Security Act, the Consolidated Omnibus Budget
4 Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker
5 Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and
6 Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights
7 Act, and any regulation of any administrative agency or governmental authority relating to
8 employment benefits or discrimination or harassment or retaliation in employment; (2) all claims
9 for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide
10 accurate itemized wage statements, failure to maintain accurate records, failure to reimburse
11 business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick
12 leave, failure to pay interest on deposits, failure to pay vested vacation/PTO time, failure to post
13 notice of paydays and time and place of payment, and any claim for violations of the California
14 Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable
15 California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual
16 claim, including all claims for breach of oral, implied or written contract, breach of implied
17 covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress,
18 and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages,
19 penalties and/or benefits; and (6) all claims for attorneys' fees and costs.

20 **8. SETTLEMENT ADMINISTRATOR**

21 **A.** Plaintiff, through Class Counsel, has selected Phoenix Class Action Settlement
22 Solutions ("Settlement Administrator") to administer the Settlement, which includes, but is not
23 limited to, translating the Class Notice to Spanish, distributing and responding to inquiries about
24 the Class Notice, and calculating all amounts to be paid from the Gross Settlement Amount.
25 Charges and expenses of the Settlement Administrator, currently estimated to be \$6,750.00 will
26 be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration
27 Costs is less than \$6,750.00 the difference between \$6,750.00 and the actual Settlement
28 Administration Costs shall be a part of the Net Settlement Amount. If the Settlement

Administration Costs exceed \$6,750.00, then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION
PROCESS

A. Notice to the Settlement Class Members

(1) Within seven (7) calendar days after the Preliminary Approval Date, Defendant's Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendant's possession, custody or control; (3) last known Social Security Number(s) in Defendant's possession, custody or control; and (4) the dates of employment (*i.e.*, hire dates and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member ("Class List"). The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly found addresses, if any. Within seven (7) calendar days or soon thereafter of receiving the Class List from Defendant, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain the Class List and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member for at least four (4) years from the Final Approval Date.

(2) The Class Notice will set forth:

- (a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and the basis for each;
- (b) the information required by California Rules of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;

- 1 (d) the proposed Settlement Administration Costs;
- 2 (e) the definition of the Settlement Class;
- 3 (f) a statement that the Court has preliminarily approved
- 4 the Settlement;
- 5 (g) how the Settlement Class Member can obtain
- 6 additional information, including contact information
- 7 for Class Counsel;
- 8 (h) information regarding opt-out and objection
- 9 procedures;
- 10 (i) the date and location of the Final Approval Hearing;
- 11 and
- 12 (j) that the Settlement Class Member must notify the
- 13 Settlement Administrator no later than the Response
- 14 Deadline if the Settlement Class Member disputes the
- 15 accuracy of the number of Workweeks worked as set
- 16 forth on his or her Class Notice (“Workweek Dispute”).
- 17 If a Settlement Class Member fails to timely dispute the
- 18 number of Workweeks attributed to him or her in
- 19 conformity with the instructions in the Class Notice,
- 20 then he or she shall be deemed to have waived any
- 21 objection to its accuracy and any claim to any
- 22 additional settlement payment based on different data.

23 (3) If a Class Notice from the initial notice mailing is returned as

24 undeliverable, the Settlement Administrator will attempt to obtain a current address for the

25 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)

26 calendar days of receipt of the returned Class Notice, by: undertaking a skip trace. If the

27 Settlement Administrator is successful in obtaining a new address, it will re-mail the Class Notice

28 to the Settlement Class Member within three (3) business days. Further, any Class Notices that

are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

(5) Defendant will have 15 calendar days from the date upon which the Settlement Administrator sends any inquiries regarding disputes from Class Members or any requests for approvals regarding forms, calculations, and timing to review and respond to any such inquiries. Failure to respond within the 15 days will constitute an approval of the issue.

B. Objections

Only Participating Class Members may object to the Settlement. In order for any Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than the Response Deadline. The Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object. The date of mailing of the

1 Class Notice to the objecting Settlement Class Member shall be conclusively determined
2 according to the records of the Settlement Administrator. Settlement Class Members need not
3 object in writing to be heard at the Final Approval Hearing; they may object or comment in
4 person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond
5 to any objection lodged with the Court up to five (5) court days before the Final Approval
6 Hearing.

7 **C. Requesting Exclusion**

8 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
9 Settlement by mailing a written request to be excluded from the Settlement ("Request for
10 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
11 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
12 four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature;
13 and (4) the following statement: "Please exclude me from the Settlement Class in the *Romero v.*
14 *Armstrong Installation Service* matter," or any statement of similar meaning standing for the
15 proposition that the Class Member does not wish to participate in the Settlement. The Settlement
16 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel
17 and Defendant's Counsel and shall report the Requests for Exclusions that it receives, to the
18 Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement
19 Class Member who requests exclusion using this procedure will not be entitled to receive any
20 payment from the Settlement and will not be bound by the Settlement Agreement or have any
21 right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who
22 does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will
23 be bound by all terms of the Settlement, including those pertaining to the Released Claims, as
24 well as any Judgment that may be entered by the Court if Final Approval of the Settlement is
25 granted. A Settlement Class Member cannot submit both a Request for Exclusion and an
26 objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
27 Request for Exclusion will control and the Objection will be overruled. Settlement Class
28 Members who worked during the PAGA Period as Aggrieved Employees that submit a valid

Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members' Workweek Data

Each Settlement Class Member may dispute the number of Workweeks attributed to him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks worked during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks worked during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the

1 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
2 (“PAGA Workweeks”).

3 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
4 Settlement Administrator will use the following formula: Individual Settlement Share =
5 (Settlement Class Member’s Workweeks worked ÷ Class Workweeks) × Net Settlement
6 Amount.

7 **C.** To determine each Participating Class Member’s Participating Individual
8 Settlement Share, the Settlement Administrator will determine the aggregate number of
9 Workweeks worked by all Participating Class Members during the Class Period (“Participating
10 Class Workweeks”) and use the following formula: Individual Settlement Share =
11 (Participating Class Member’s Workweeks worked ÷ Participating Class Workweeks) × Net
12 Settlement Amount.

13 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
14 to Participating Class Members by way of check and is referred to as “Individual Settlement
15 Payment(s)”.

16 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
17 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
18 PAGA Payment = (Aggrieved Employee’s Workweeks worked ÷ PAGA Workweeks) x
19 \$7,250.00 (the PAGA Payment).

20 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
21 to Participating Class Members and/or Aggrieved Employees by way of check. When a
22 Participating Class Member is also an Aggrieved Employee, one check may be issued that
23 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

24 **11. DISTRIBUTION OF PAYMENTS**

25 **A. Distribution of Individual Settlement Payments**

26 Participating Class Members will receive an Individual Settlement Payment and
27 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
28 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one

1 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
2 calendar days after expiration of the 180-day period, checks for such payments shall be
3 canceled and funds associated with such checks shall be considered unpaid, unclaimed, or
4 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”).
5 The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure
6 section 384, shall be transmitted to the California State Controller’s Office of Unclaimed
7 Property in the name of the individual who did not cash their check prior to the deadline. The
8 Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code
9 of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel
10 along with a proposed amended judgment that is consistent with the provisions of Code of Civil
11 Procedure section 384.

12 **B. Funding of Settlement**

13 Defendant shall, within seven (7) calendar days of the Final Approval Date, make
14 payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph
15 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal
16 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
17 (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this
18 Agreement and the Court’s Orders, and subject to the conditions described herein.

19 **C. Time for Distribution**

20 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
21 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
22 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as
23 specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Costs Award
24 to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
25 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the
26 LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual
27 PAGA Payments to Aggrieved Employees, as specified in this Agreement and approved by the
28 Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable

1 taxes and withholdings, as specified in this Agreement and approved by the Court. All interest
2 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
3 Participating Class Members based on the number of Workweeks worked by them in the Class
4 Period.

5 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

6 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
7 fees of up to thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated
8 pursuant to Paragraph 17 of this Agreement, amounts to Eighty-Seven Thousand Five Hundred
9 Dollars and Zero Cents (\$87,500.00). Class Counsel shall further apply for, and Defendant shall
10 not oppose, an application or motion by Class Counsel for reimbursement of actual costs
11 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
12 in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of
13 attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future
14 attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the
15 settlement in Action. The "future" aspect of the amounts stated herein includes, without
16 limitation, all time and expenses expended by Class Counsel (including any appeals therein).
17 There will be no additional charge of any kind to either the Settlement Class Members or request
18 for additional consideration from Defendant. In the event that Defendant materially breaches this
19 Agreement, including any term regarding funding, and further efforts are necessary from Class
20 Counsel to remedy said breach, including, without limitation, moving the Court to enforce the
21 Agreement, Class Counsel may file a motion and seek an order from the Court for additional
22 attorneys' fees and costs which Defendant may oppose. Should the Court approve attorneys' fees
23 and/or litigation costs and expenses in amounts that are less than the amounts provided for herein,
24 then the unapproved portion(s) shall be a part of the Net Settlement Amount.

25 **13. SERVICE AWARD TO PLAINTIFF**

26 Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an
27 amount not to exceed Seven Thousand Five Hundred and Zero Cents (\$7,500.00) to Plaintiff, for
28 participation in and assistance with the Action. Any Service Award and additional consideration

1 awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount and shall be
2 reported on an IRS Form 1099. If the Court approves the Service Award in less than the amounts
3 sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

4 **14. TAXATION AND ALLOCATION**

5 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
6 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
7 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
8 agree that the employees' share of taxes and withholdings with respect to the wage portion of the
9 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
10 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
11 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
12 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
13 be made pursuant to applicable state and/or local withholding codes or regulations.

14 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
15 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
16 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
17 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
18 set forth in this Section may be modified in a manner to bring Defendant into compliance with
19 any such changes.

20 c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to
21 the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share of
22 payroll taxes as described above.

23 d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this
24 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
25 be relied upon as such within the meaning of United States Treasury Department Circular 230
26 (31 C.F.R. Part 10, as amended) or otherwise.

27 **15. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION**

28 The Parties agree to allocate Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)

of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$18,750.00) will be paid to the LWDA and twenty-five percent (25%) or \$7,250.00 will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the PAGA Period.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

17. INCREASE IN WORKWEEKS

Defendant represents that there are approximately 70 putative class members who worked approximately 6,234 Workweeks for Defendant during the Class Period. If the actual number of Workweeks worked by Class Members during the period during the Class Period is determined from Defendant's business records and by the Settlement Administrator to be 10% or more than 6,234 Workweeks (*i.e.*, more than 6,857 Workweeks), then Defendant will increase the Gross Settlement amount on a proportional basis (*i.e.*, if there was a 12% increase in Workweeks during the Class Period, or 6,982 Workweeks during the Class Period, Defendant will increase the Gross Settlement amount by an additional 2%, or \$5,000, for an increased Gross Settlement Amount of \$255,000.00).

18. RIGHT TO WITHDRAW

If the total number of Requests for Exclusion exceeds 15% of the total of all Class Members, Defendant may elect, but is not obligated, to withdraw from the Settlement. The

1 Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, have no force
2 or effect whatsoever, and neither Party will have any further obligation to perform under this
3 Agreement; provided, however, Defendant will remain responsible for paying all
4 administration expenses incurred to that point. Defendant must notify Class Counsel its election
5 to withdraw not later than 15 days after the Administrator sends the final Exclusion List to
6 Class Counsel and Defendant's Counsel.

7 **19. NOTICE OF JUDGMENT**

8 In addition to any duties set out herein, the Settlement Administrator shall provide
9 notice of the Final Judgment entered in the Action by posting the same on its website for a
10 period of no less than four (4) years.

11 **20. MISCELLANEOUS PROVISIONS**

12 **A. Interpretation of the Agreement**

13 This Agreement constitutes the entire agreement between the Parties with respect to its
14 subject matter. Except as expressly provided herein, this Agreement has not been executed in
15 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
16 written representations or terms shall modify, vary, or contradict its terms. In entering into this
17 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
18 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
19 enforced under the laws of the State of California, both in its procedural and substantive aspects,
20 without regard to its conflict of law provisions. Any claim arising out of or relating to the
21 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
22 Court of the State of California for the County of Alameda, and Plaintiff and Defendant hereby
23 consent to the personal jurisdiction of the Court in the Action over it solely in connection
24 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and
25 each of them, participated in the negotiation and drafting of this Agreement and had available to
26 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
27 may claim that any ambiguity in this Agreement should be construed against the other. The
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1 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
2 the Court.

3 **B. Further Cooperation**

4 The Parties and their respective attorneys shall proceed diligently to prepare and execute
5 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
6 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
7 will not take any action inconsistent with this Agreement, including, without limitation,
8 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
9 Party has taken actions inconsistent with the Settlement, including, without limitation,
10 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
11 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
12 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
13 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
14 opt-outs and/or objections.

15 **C. Counterparts**

16 The Agreement may be executed in one or more actual or non-original counterparts, all
17 of which will be considered one and the same instrument and all of which will be considered
18 duplicate originals.

19 **D. Authority**

20 Each individual signing below warrants that he or she has the authority to execute this
21 Agreement on behalf of the Party for whom or which that individual signs.

22 **E. No Third-Party Beneficiaries**

23 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
24 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
25 party beneficiaries.

26 **F. Deadlines Falling on Weekends or Holidays**

27 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
28 or legal holiday, that deadline shall be continued until the following business day.

1 **G. Jurisdiction of the Court**

2 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
3 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
4 of this Settlement Agreement and all orders and judgments entered in connection therewith,
5 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
6 interpreting, implementing, and enforcing the settlement embodied in this Settlement
7 Agreement and all orders and judgments entered in connection therewith.

8 **H. Severability**

9 In the event that one or more of the provisions contained in this Agreement shall for any
10 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
12 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
13 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

14 **IT IS SO AGREED:**

15
16 Dated: _____, 2024

HECTOR ERAZO ROMERO
Plaintiff and Class Representative

17
18
19 Dated: _____, 2024

ARMSTRONG INSTALLATION SERVICE
Defendant
By: _____
Its: _____

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23 **AGREED AS TO FORM:**

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25 Dated: _____, 2024

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff HECTOR ERAZO
ROMERO

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Dated: _____, 2024

NICOLE KAMM
Counsel for Defendant ARMSTRONG
INSTALLATION SERVICE

1 **G. Jurisdiction of the Court**

2 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
3 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
4 of this Settlement Agreement and all orders and judgments entered in connection therewith,
5 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
6 interpreting, implementing, and enforcing the settlement embodied in this Settlement
7 Agreement and all orders and judgments entered in connection therewith.

8 **H. Severability**

9 In the event that one or more of the provisions contained in this Agreement shall for any
10 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
12 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
13 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

14 **IT IS SO AGREED:**

15 Dated: 04/01, 2024

Hector
hector (Apr 1, 2024 16:47 PDT)

HECTOR ERAZO ROMERO
Plaintiff and Class Representative

18 Dated: _____, 2024

ARMSTRONG INSTALLATION SERVICE
Defendant

By: _____
Its: _____

23 **AGREED AS TO FORM:**

24 Dated: June 14, 2024

Vedang J. Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff HECTOR ERAZO
ROMERO

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Dated: _____, 2024

NICOLE KAMM
Counsel for Defendant ARMSTRONG
INSTALLATION SERVICE

G. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

H. Severability

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: 04/01, 2024


hector (Apr 1, 2024 16:47 PDT)

HECTOR ERAZO ROMERO
Plaintiff and Class Representative

Dated: 06/13/2024, 2024


Thomas Fine (Jun 13, 2024 16:42 PDT)

ARMSTRONG INSTALLATION SERVICE
Defendant
By: Thomas Fine
Its: CEO

AGREED AS TO FORM:

Dated: _____, 2024

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff HECTOR ERAZO
ROMERO

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Dated: June 13, 2024



NICOLE KAMM
Counsel for Defendant ARMSTRONG
INSTALLATION SERVICE

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EXHIBIT A