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Additional Counsel Listed on Next Page

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LETICIA ROMERO, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

GOLDEN STATE SUPPLY, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendant.

DONOVIN SHEFFIELD, an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

GOLDEN STATE SUPPLY, LLC, a Limited
Liability Company; ADVANCE STORES,
INC., and DOES 2 through 50, inclusive,

Defendant.

LEAD CASE NO.:
2:23-cv-10578-MCS-AS

Consolidated With Case No. 2:24-cv-
00049-MCS-AS

Related State Court Case No.
CIVSB2331657

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

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GOLDEN STATE SUPPLY, LLC

1 Subject to the approval of the Court, this Joint Stipulation and Settlement Agreement
2 (hereinafter the “Settlement Agreement” or “Agreement”) is made and entered into by Plaintiffs
3 Leticia Romero, Donovan Sheffield and Ixel Amairami Gonzalez (“Named Plaintiffs”),
4 individually and on behalf of the Settlement Class, as defined herein, and Defendant Golden State
5 Supply, LLC. (hereinafter “Defendant”). Named Plaintiffs and Defendant are jointly referred to
6 in this Settlement Agreement as the “Parties,” and each of them as a “Party.” The Parties agree
7 that the entire Litigation, as defined below, shall be, and hereby is, ended, settled, resolved, and
8 finally concluded by agreement of Defendant to pay a non-reversionary gross settlement in the
9 total amount of ONE MILLION THREE HUNDRED EIGHTY THOUSAND DOLLARS AND
10 ZERO CENTS (\$1,380,000.00) as provided herein upon the terms and conditions of this
11 Settlement Agreement and for the consideration set forth herein, including but not limited to a
12 release of all claims by the Class Members and a general release of claims by the Named Plaintiffs
13 for additional consideration as set forth herein. Defendant will also be responsible for its share of
14 payroll taxes in addition to the said gross settlement amount.

15 1. **DEFINITIONS**

16 1.1 The term “*Agreement*” means this Settlement Agreement.

17 1.2 The term “*Attorneys’ Fees and Costs*” means the amount of attorneys’ fees and costs to be
18 requested by Class Counsel subject to Court approval in accordance with this Agreement.
19 Class Counsel shall request Attorneys’ Fees of up to 33 % of the gross Class Settlement
20 Amount (i.e., up to \$462,000) plus the reimbursement of reasonable costs and expenses
21 associated with Class Counsel’s litigation and settlement of the Litigation, estimated to not
22 exceed \$35,000, both of which will be paid from the gross Class Settlement Amount. Any
23 portion of the Attorneys’ Fees and Costs not awarded to Class Counsel shall be added to
24 the Net Settlement Amount for the benefit of all Settlement Class Members.

25 1.3 The term “*Settlement Administrator*” means Apex, the third party entity agreed to by the
26 Parties subject to Court approval which will perform the duties of, among other things: (i)
27 mailing the Notice and Class Action Information Form to Class Members; (ii) performing

1 an NCOA search and skip-tracing; (iii) tracking returned Opt-Out Letters and Objections;
2 (iv) notifying the Parties regarding submitted Opt-Out Letters and Objections consistent
3 with this Agreement; (v) issuing payments consistent with this Agreement; and, (vi) issuing
4 any required tax paperwork. The Parties represent that they do not have any financial
5 interest in the Claims Administrator or otherwise have a relationship with the Claims
6 Administrator that could create a conflict of interest.

7 1.4 The term “*Class Counsel*” means the following counsel who, subject to Court approval,
8 shall act as counsel for the Settlement Class: Kane Moon of Moon Law Group and Michael
9 Elkin of Elkin Gamboa LLP.

10 1.5 The term “*Class Member(s)*” means all persons employed by Golden State Supply, LLC
11 to work in any non-exempt hourly paid job position in California, at any time between
12 November 6, 2019 to preliminary approval; except for current or former non-exempt
13 employees working at any Carquest or Worldwide Auto branded retail location and/or
14 Distributions Centers in California, at any time between November 6, 2019 to December
15 31, 2021, whose claims were previously released.

16 1.6 The term “*Class Period*” means generally the period of time from November 6, 2019 to
17 preliminary approval.

18 1.7 The term “*Class Settlement Amount*” means the gross sum of ONE MILLION THREE
19 HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$1,380,000.00)
20 which shall be the maximum sum paid by Defendant to settle this Litigation. In addition
21 to the Class Settlement Amount, Defendant will also be responsible for employer payroll
22 taxes. The combined total of any Attorneys’ Fees and Costs approved by the Court, any
23 Service Enhancement approved by the Court to the Named Plaintiffs, the PAGA Payment
24 approved by the Court, Settlement Administration Costs approved by the Court and the
25 amounts paid to Settlement Class Members shall not exceed the gross Class Settlement
26 Amount.

27 1.8 The term “*Court*” means the Superior Court of the State of California for the County of
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San Bernardino, and any appellate court which may review any orders entered by the Court related to this Settlement.

1.9 The term “*Defendant*” means Defendant GOLDEN STATE SUPPLY, LLC.

1.10 The term “*Execution*” refers to the signing of this Agreement by all signatories hereto.

1.11 The term “*Final Judgment*” refers to the final judgment entered by the Court.

1.12 “*Final Approval Hearing*” means a hearing for the purpose of: (i) determining the fairness, adequacy and reasonableness of the Stipulation and associated settlement pursuant to class action procedures and requirements; (ii) determining the good faith of the Stipulation and associated settlement; and (iii) entering Judgment.

1.13 The term “*Litigation*” means the lawsuits entitled: (1) *Leticia Romero v. Golden State Supply, LLC*, Lead Case No. 2:23-cv-10578-MCS-AS (“*Romero Action*”) (United States District Court of California, Central District of California), (2) *Donovin Sheffield v. Golden State Supply, LLC*, Case No. 2:24-cv-00049-MSC-AS (“*Sheffield Action*”) (United States District Court of California, Central District of California), and (3) *Ixel Amairami Gonzalez v. Advance Auto Parts*, Case No. CIVSB2331657 (San Bernardino Superior Court) (“*Gonzalez Action*”).

1.14 The term “*Named Plaintiffs*” means Leticia Romero, Donovin Sheffield and Ixel Amairami Gonzalez. The Named Plaintiffs will seek to be designated as Settlement Class Representatives for the Settlement Class Members.

1.15 The term “*Net Settlement Amount*” means the Class Settlement Amount minus any Attorneys’ Fees and Costs as approved by the Court, the amount for Settlement Administration Costs as approved by the Court, the amount of the PAGA Payment paid to the LWDA as approved by the Court, and the Named Plaintiffs’ Service Enhancement Awards as approved by the Court.

1.16 The term “*Notice*” means the Notice attached hereto as Exhibit 1 which has been agreed to by the Parties and subject to Court’s approval, which the Settlement Administrator will mail to each Settlement Class Member explaining the terms of the Settlement, the Opt-Out

procedure, the objection procedure, and the procedure for disputing the stated amount of workweeks for each Settlement Class Member during the Class Period.

1.17 The term “*Settlement Administration Costs*” means the costs incurred by the Settlement Administrator to compare the class list against the National Change of Address (“NCOA”) database maintained by the United States Postal Service; typeset, print, and mail the Notice to all Class Members; perform skip-tracing of returned mailings; payment of postage required to comply with this Agreement; and all other expenses, including tax reporting and fees to be paid by the Settlement Administrator, necessary to administer the Settlement in accordance with this Agreement. The amount of the Settlement Administration Costs as approved by the Court shall be paid from the gross Class Settlement Amount.

1.18 The term “*Opt-Out Letter*” refers to a written request to “Opt-Out” or “exclude” oneself from the Settlement sent by any Class Member who elects to be excluded from the Settlement Class. A Class Member must submit an Opt-Out letter to the Settlement Administrator to exclude himself or herself from the Settlement and from the release of claims pursuant to this Settlement. Those Settlement Class Members who submit a valid and timely Opt-Out Letter will no longer be considered part of the Settlement Class after their valid and timely Opt-Out Letter is received by the Settlement Administrator and will not receive a Settlement Disbursement Payment pursuant to this Agreement. Settlement Class Members may not opt out of the PAGA Payment.

1.19 The term “*Opt-Out / Objection Period*” means the forty-five (45) day time period for Class members to submit an *Opt-Out Letter*, an Objection to the Settlement, or to dispute the information listed on the Notice to Class Members of Settlement. For those Class Members who are re-sent the Notice, the Opt-Out / Objection Period will be extended another twenty (20) calendar days beyond the initial Opt-Out / Objection Period.

1.20 The term “*Order Granting Final Approval of Class Action Settlement*” shall mean the order and judgment to be entered by the Court titled “Order Granting Motion for Final Approval of Class Action Settlement” and “Judgment.”

1 1.21 The term “*PAGA Payment*” means the amount of \$100,000.00 to be paid as civil penalties
2 for the resolution of all claims under the Private Attorneys General Act, Labor Code §
3 2698, *et seq.*, to be allocated 75% to the Labor Workforce Development Agency
4 (“LWDA”) and 25% to the Settlement Class Members as part of the Net Settlement
5 Amount.

6 1.22 The term “*Released Claims*” means the claims that were pled or could have been pled based
7 upon the factual allegations in the *Romero/Sheffield* Complaint during the Class Period,
8 including but not limited to violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210,
9 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1174.5, 1197.1 1194, 1194.2,
10 1197, 1198, 2698 *et seq.*, 2802, California Business and Professions Code §§ 17200 *et seq.*,
11 and expressly excluding all other claims, including claims for vested benefits, wrongful
12 termination, unemployment insurance, disability, social security, workers’ compensation,
13 and class claims outside of the Class Period. This release shall extend to all Released
14 Class Claims accrued during the Class Period and as further detailed in Section 7 of this
15 Agreement.

16 1.23 The term “*Released Parties*” means Defendant and all of their current and former parents,
17 subsidiaries, predecessors, successors, affiliates, corporations in common control,
18 divisions, assigns, and related entities, and their respective shareholders, owners, officers,
19 directors, employees, administrators, fiduciaries, trustees, agents, partners, attorneys,
20 insurers, legal representatives, and benefit plans administrators, and their respective
21 predecessors, successors, and assigns, as well as all past and present officers, directors,
22 employees, .

23 1.24 The term “*Service Enhancement Payment*” means the amount of money to be requested by
24 Class Counsel on behalf of each of the Named Plaintiffs, subject to Court approval, to
25 compensate each Named Plaintiff for the efforts and risks they individually undertook on
26 behalf of the settlement class, and in consideration for their execution of their general
27 release. Named Plaintiffs Leticia Romero, Donovan Sheffield and Ixel Amairami Gonzalez

1 will each receive TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) in
2 recognition of their efforts, subject to Court approval. Any portion of the Service
3 Enhancement Payments not awarded by the Court to the Named Plaintiffs shall be added
4 to the Net Settlement Amount for the benefit of all Settlement Class Members.

5 1.25 The term "*Settlement*" means the disposition and conclusion of this entire Litigation and
6 termination of all related claims effectuated by this Agreement.

7 1.26 The term "*Settlement Class*" means all Class Members who do not timely and validly
8 exclude themselves from the class in compliance with the exclusion procedures set forth in
9 this Agreement and who has not previously agreed to a general release of claims against
10 Defendant during the Class Period.

11 1.27 The term "*Settlement Class Member*" means any member of the Settlement Class.

12 1.28 The term "*Settlement Class Representatives*" means Named Plaintiffs Leticia Romero,
13 Donovan Sheffield and Ixel Amairami Gonzalez, who Class Counsel shall request be
14 appointed by the Court as class representatives for purposes of the Settlement Class.

15 1.29 The term "*Settlement Disbursement Payment*" means the disbursements made by the
16 Settlement Administrator to Settlement Class Members pursuant to the Agreement.

17 1.30 The term "*Settlement Effective Date*" means the date on which the Settlement is finally
18 approved and the Court's Final Judgment ("Final Judgment" or "Judgment") becomes
19 final. For purposes of this paragraph, the Court's Final Judgment becomes final upon the
20 latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of
21 any appeal from, or other challenge to, the Court's Judgment (no less than sixty (60)
22 calendar days after the Court's Judgment is entered); (ii) the date affirmance of an appeal
23 of the Judgment becomes final; or (iii) the date of final dismissal of any appeal from the
24 Judgment or the final dismissal of any proceeding on review of any court of appeal and/or
25 Supreme Court decision relating to the Judgment.

2. **RECITALS**

2.1 On or about August 22, 2023, Plaintiff Sheffield filed a claim with the Labor and Workforce Development Agency (“LWDA”) as a prerequisite to adding a cause of action for penalties pursuant to the California Labor Code Private Attorneys General Act, Labor Code § 2698, et seq. (“PAGA”).

2.2 Thereafter, On November 6, 2023, Plaintiff Sheffield filed his Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. The *Sheffield* Action sets forth the following 13 causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Required Meal Periods; (4) Failure to Provide Required Rest Periods; (5) Failure to Properly Pay Accrued Sick Days; (6) Failure to Properly Pay Unused Vacation Days; (7) Failure to Timely Pay Timely Wages During Employment; (8) Failure to Timely Pay All Wages Due to Discharged and Quitting Employees; (9) Failure to Maintain Required Records; (10) Failure to Furnish Accurate, Itemized Wage Statements; (11) Failure to Reimburse Necessary Expenditures; (12) Unfair and Unlawful Business Practices; and (13) Civil Penalties Pursuant to PAGA.

2.3 Defendant timely removed the *Sheffield* Action to the United States District Court, Central District of California on January 3, 2024.

2.4 On or about November 7, 2023, Plaintiff Romero filed a claim with the LWDA as a prerequisite to adding a cause of action for penalties pursuant to PAGA.

2.5 On November 7, 2023, Plaintiff Romero filed her Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. The *Romero* Action sets forth the following eight causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Period; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair Competition.

- 1 2.6 Defendant timely removed the *Romero* Action to the United States District Court, Central
2 District of California on December 18, 2023.
- 3 2.7 On March 13, 2024, Judge Mark C. Scarsi ordered that the *Sheffield* and *Romero* cases be
4 consolidated for purposes of briefing, scheduling, discovery, pretrial proceedings, trial,
5 class certification, and any post-trial motions or proceedings.
- 6 2.8 On December 4, 2023, Ixel Amairami Gonzalez filed her Class Action Complaint against
7 Advance Auto Parts in the Superior Court of the State of California, County of San
8 Bernardino. The *Gonzales* Action sets forth the following eight causes of action: (1) Failure
9 to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide
10 Meal Periods; (4) Failure to Authorize and Permit Rest Period; (5) Failure to Indemnify
11 Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7)
12 Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair Competition.
- 13 2.9 Since the inception of the Litigation, the Parties have engaged in formal and informal
14 discovery. Defendant provided Plaintiffs with copies of their time and payroll records, the
15 relevant time and payroll data for Class Members, and a copy of relevant written policies.
- 16 2.10 The Parties engaged in extensive discussions about the respective strengths and weaknesses
17 of the claims and defenses. On May 23, 2024, the Parties and their attorneys of record
18 participated in a full day private mediation session with Marc J. Feder, an experienced and
19 respected mediator. While the Parties did not reach an agreement at mediation, the Parties
20 continued engaging in good-faith settlement discussions. On July 1, 2024, the Parties
21 agreed to a settlement in principle.
- 22 2.11 Class Counsel, after evaluation of the sharply disputed factual and legal issues relating to
23 the Parties' respective positions in the Action and taking into account the risks,
24 uncertainties, and expense of continued litigation, as well as the substantial benefits to be
25 received pursuant to the compromise reached by the Parties and other relevant
26 considerations, have concluded that a settlement of this Action on the terms and conditions
27 set forth in this Agreement is fair, adequate, and reasonable, and in the best interests of all

1 Class Members. The Settlement provides a fair, flexible, speedy, cost-effective, and
2 assured procedure for providing a monetary settlement to Named Plaintiffs and the
3 Settlement Class Members. The Parties acknowledge that there is a good faith dispute
4 regarding Plaintiffs' allegations of unpaid wages and that the consideration provided herein
5 includes a good faith, reasonable compromise and settlement regarding such claim.
6 Plaintiffs further acknowledge that they have been paid or have received all compensation,
7 wages, bonuses, commissions, and benefits which are due and payable as of the date of the
8 execution of this Agreement.

9 2.12 Defendant, taking into account the risks, uncertainties, disruptions, and expenses involved
10 in the Litigation, and their desire to put this controversy to rest, have concluded that a
11 settlement of the Litigation on the terms and conditions set forth in this Agreement is in
12 the best interest of Defendant because it will end and encompass all pending, threatened,
13 or possible litigation or claims by Named Plaintiffs and the Settlement Class Members
14 against Defendant that involve or allege the claims that have been asserted in the Litigation.

15 2.13 Defendant denies any and all wrongdoing and liability alleged in the Litigation and the
16 Parties specifically agree that neither Defendant's execution of the Agreement, nor
17 anything referred to herein, nor any action taken to carry out this Agreement, is or may be
18 construed as an admission by or against Defendant or deemed to be evidence: (i) of the
19 validity of any of the claims made by Plaintiffs or of any liability to Plaintiffs or to any
20 Class Member; (ii) that Defendant violated California law; or (iii) that this Litigation (or
21 any other action) is properly maintainable as a class action or properly certifiable by the
22 Court under California Code of Civil Procedure section 382.

23 2.14 The entry of Final Judgment in this Litigation shall resolve all claims which were alleged
24 in the operative Complaint(s) filed in the Litigation, or which could have been alleged
25 based upon the facts set forth in the operative Complaint(s), with the exception of any
26 claims which might be retained by Class Members who exclude themselves from the
27 Settlement by filing a timely and valid Opt-Out Letter with the Settlement Administrator.

1 The Parties agree to cooperate and take all steps necessary and appropriate to obtain
2 preliminary and final approval of this Settlement, and to effectuate its terms.

3 2.15 Each of the forgoing Recitals are incorporated into this Agreement as if fully set forth in
4 the body of the Agreement.

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6 3. **CERTIFICATION OF SETTLEMENT CLASS FOR SETTLEMENT PURPOSES**
7 **ONLY**

8 3.1 The Class Members shall consist of all persons employed by Golden State Supply, LLC to
9 work in any non-exempt hourly paid job position in California, at any time between
10 November 6, 2019 to preliminary approval; except for current or former non-exempt
11 employees working at any Carquest or Worldwide Auto branded retail location and/or
12 Distributions Centers in California, at any time between November 6, 2019 to December
13 31, 2021, whose claims have already been released.

14 3.2 The Parties and Class Counsel agree that, if approved, certification of the class is a
15 conditional certification for settlement purposes only, and if for any reason the Court does
16 not grant final approval of the Settlement, or if final approval is not given following the
17 appeal of any order by the Court, or if for any reason the Settlement Effective Date does
18 not occur, the certification of the class for settlement purposes shall be deemed null and
19 void without further action by the Court or any of the Parties, each Party shall retain all of
20 their respective rights and shall be returned to their relative legal positions as they existed
21 prior to execution of this Agreement, and neither this Agreement, nor any of its
22 accompanying exhibits or any orders entered by the Court in connection with this
23 Agreement, shall be admissible or used for any purpose in this Litigation or any other legal
24 or administrative proceeding.

25 3.3 The Parties and Class Counsel agree that, if approved, certification of the Class for
26 settlement purposes is in no way an admission by Defendant that class certification is
27 proper in any other litigation against Defendant.

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2 4. **TERMS OF SETTLEMENT**

3 4.1 Subject to the other terms and conditions of this Agreement, and in consideration of the
4 contemplated pleadings, releases and dismissals set forth in this Agreement, and subject to
5 Court approval, the Parties agree that the gross Class Settlement Amount shall be ONE
6 MILLION THREE HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS
7 (\$1,380,000.00).

8 4.2 Subject to Court Approval, The PAGA Payment of \$100,000 shall be made from the Class
9 Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75%
10 of the payment going to the Labor and Workforce Development Agency (“LWDA”). These
11 payments will be made whether or not the Aggrieved Employees opt out of the Settlement
12 as Aggrieved Employees may not opt out of the PAGA Payment nor object to the PAGA
13 Payment. The 25% of the PAGA Payment allocated to the Aggrieved Employees will be
14 distributed to the Aggrieved Employees based on their respective pay periods worked
15 during the PAGA Period.

16 4.3 Excluding those Class Members who Opt-Out from the Settlement, all members of the
17 Settlement Class shall be allocated a respective Settlement Disbursement Payment which
18 will be calculated by dividing the total number of weeks worked by each Settlement Class
19 Member during the Class Period by the total workweeks worked by all Settlement Class
20 Members during the Class Period while employed by Defendant and multiplying this ratio
21 by the Net Settlement Amount. The workweeks for Class Members who Opt-Out will be
22 excluded from the total workweeks amount when calculating Settlement Class Members’
23 *pro rata* shares. Each individual Settlement Class Member will be issued payment by check
24 for his or her *pro rata* share of the Net Settlement Amount. This is non-reversionary
25 settlement and no claim form is required to be submitted for Settlement Class Members to
26 be paid.

27 4.4 Class Counsel may request that, subject to Court approval, each Named Plaintiff or
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1 Settlement Class Representative be paid a maximum Service Enhancement Payment of up
2 to TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00), which shall be paid
3 from the gross Class Settlement Amount. Defendant will not oppose Class Counsel's
4 request for said Service Enhancement Payments for the Plaintiffs. In the event the Court
5 does not award the full requested Service Enhancement Payments the remainder shall be
6 added to the Net Settlement Amount for the benefit of all Settlement Class Members. The
7 Settlement Class Representatives agree to assume the responsibility of remitting to the
8 Internal Revenue Service, the California Franchise Tax Board, and any other relevant
9 taxing authority the amounts required by law, if any, to be withheld by Defendant from the
10 Service Enhancement Payment paid under this Agreement. The Settlement Class
11 Representatives will assume full responsibility for paying all taxes, federal and state, if
12 any, due as a result of the Service Enhancement Payments and agree to indemnify
13 Defendant for any such taxes owed.

14 4.5 Class Counsel shall apply to the Court for an award of Attorney's Fees and Costs, which
15 shall be paid from the gross Class Settlement Amount. Defendant will not oppose Class
16 Counsel's application for an award of Attorneys' Fees in an amount equal to one-third
17 (33%) of the Class Settlement Amount comprising a maximum of FOUR HUNDRED
18 SIXTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$462,000.00) plus
19 reasonable Costs not to exceed \$35,000.00. In the event the Court does not award the full
20 requested Attorney's Fees or Costs, the remainder(s) shall be added to the Net Settlement
21 Amount for the benefit of all Settlement Class Members. Class Counsel assumes full
22 responsibility for paying all taxes, federal and state, if any, due as a result of any awarded
23 attorney's fees and costs and agrees to indemnify Defendant for any such taxes owed.

24 4.5.1. The Parties agree that the Court's approval or denial of any request for Attorney's
25 Fees and Costs or the Named Plaintiffs' Service Enhancement Payments are not
26 material conditions to this Agreement and are to be considered by the Court
27 separately from the fairness, reasonableness, adequacy, and good faith of the
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1 settlement. Any order or proceeding relating to the application by Class Counsel
2 of an award for Attorney's Fees and Costs or for Service Enhancement shall not
3 operate to terminate or cancel this Agreement. However, Class Counsel retains the
4 right to file an appeal in the event the Court reduces and/or denies the requested
5 Attorneys' Fees and/or Named Plaintiffs' Service Enhancement Payments.

6 4.5.2. Class Counsel agrees that they are responsible for allocating the Attorney's Fees
7 and Costs approved by the Court among themselves and any other counsel
8 representing Class Members that may have any other agreement with them. Costs
9 shall be allocated to each Class Counsel based upon their respective expenses
10 incurred as approved by the Court. Class Counsel warrant and represent that there
11 are no liens on the amounts to be paid pursuant to the terms of this Agreement and
12 that no assignments of the claims to be released or the Attorneys' Fees and Costs
13 to be paid pursuant to this agreement have been made or attempted. Class Counsel
14 agrees to defend, indemnify and hold harmless Defendant from any liability
15 resulting from a breach of these representations and/or any lien or assignment.

16 4.6 The Parties agree that, subject to Court approval, payment to the Settlement Administrator
17 shall not exceed \$37,000. The Settlement Administration Costs shall be paid from the
18 Class Settlement Amount. The Settlement Administrator shall regularly and accurately
19 report to the Parties, in written form when requested, on the substance of the work
20 performed.

21 4.7 The Parties agree that the individual amounts paid to Settlement Class Members from the
22 Net Settlement Amount shall be correctly and appropriately allocated as follows: (1)
23 twenty percent (20%) to wages, subject to applicable withholdings, to be reported on a W-
24 2 form; (2) eighty percent (80%) to penalties and interest, not subject to withholdings and
25 reported on a 1099 form to be issued by the Settlement Administrator. The Parties
26 understand and agree that Defendant, Plaintiffs, Defense Counsel and Class Counsel are
27 not providing legal tax advice, or making representations regarding tax obligations or
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consequences, if any, related to this Agreement, and that the Settlement Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Settlement Class Members shall not seek any indemnification from Defendant, Plaintiffs, Defense Counsel and Class Counsel in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of any such taxes and agrees to indemnify, defend and hold Defendant harmless for the payment of such taxes, any failure to withhold, and any penalties associated therewith.

4.8 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR

1 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
2 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
3 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
4 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
6 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
7 THIS AGREEMENT.

8 4.9 Defendant, Counsel for Defendant, Plaintiffs and Class Counsel make no representation as
9 to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and
10 Settlement Class Members will not rely on any statement, representation, or calculation by
11 Defendant, Defense Counsel, Plaintiffs, Class Counsel or by the Settlement Administrator
12 in this regard. Plaintiffs and Settlement Class Members understand and agree that except
13 for Defendant's payment of the employer's portion of any payroll taxes, they will be solely
14 responsible for the payment of any taxes and penalties assessed on the payments described
15 herein.

16 4.10 Defendant's share of any employer-side payroll taxes allocated to the payment of wages
17 will be calculated based on the portion allocated to the payment of wages and paid
18 separately from the Class Settlement Amount. The Settlement Administrator will calculate
19 the taxes owed and provide this information to Defendant for payment directly to the
20 appropriate taxing authorities.

21 4.11 The payments made to the Settlement Class Members pursuant to this Agreement are not
22 being made for any other purpose and shall not be construed as compensation for purposes
23 of determining eligibility for any health and welfare benefits or unemployment
24 compensation, and no benefit, including but not limited to pension and/or 401(k), shall
25 increase or accrue as a result of any payment made as a result of this Settlement Agreement.

26 4.12 Checks issued to the Settlement Class Members pursuant to this Agreement shall remain
27 negotiable for a period of one hundred eighty (180) days from the date of mailing by the
28

1 Settlement Administrator. Thereafter, the checks shall become null and void, and any
2 monies remaining in the distribution account shall be distributed to the State of California's
3 Unclaimed Property Fund. The Parties agree that this disposition results in no "unpaid
4 residue" under California Civil Procedure Code § 384, as Settlement Awards will be paid
5 out to Settlement Class Members, whether or not they cash their Settlement Checks, and
6 that Defendant will not be required to pay interest on said amount.

7 **5. NOTICE OF THE SETTLEMENT AND CLASS ACTION INFORMATION**
8 **FORM**

9 5.1 Within twenty-one (21) business days after the Court grants preliminary approval of this
10 Settlement, Defendant shall provide to the Settlement Administrator a list of all Class
11 Members, including the following information/data in a Microsoft Excel spreadsheet: 1)
12 full name; 2) last known home mailing address; 3) social security number; and 4)
13 workweeks worked during the Class Period in order for the Settlement Administrator to be
14 able to calculate each Settlement Class Member's respective *pro rata* settlement share
15 (hereinafter the "*Class List*"). The Class List shall be based on the data kept in the ordinary
16 course of business in Defendant's business records. The Parties agree that the contents of
17 the Class List are confidential and shall not be shared with anyone other than the Settlement
18 Administrator for any purpose. Within fifteen (15) days of receiving the aforementioned
19 data from Defendant, the Settlement Administrator will send out the "Notice" attached
20 hereto as Exhibit 1 to Class Members via first class mail.

21 5.2 Subject to Court approval, the Notice shall be sent by the Settlement Administrator to all
22 Class Members by first class mail. The Notice shall describe the terms of the Settlement,
23 the Opt-Out process, the objection process, the procedure for disputing the stated amount
24 of workweeks for each Settlement Class Member during the Class Period, and the date set
25 by the Court for a hearing on Final Approval of the Settlement. The Notice shall also
26 include the amount of each Class Member's workweeks within the Class Period and the
27 estimated recovery for each Class Member.

1 5.3 Prior to mailing the Notice, the Settlement Administrator shall process the Class List
2 against the National Change of Address (“NCOA”) Database maintained by the United
3 States Postal Service (“USPS”). It shall be conclusively presumed that if the Notice is not
4 returned as “undeliverable,” the Class Member received the Notice. With respect to
5 Notices that are returned as undeliverable, if a forwarding address is provided by the USPS,
6 the Settlement Administrator shall re-mail the Notice within three (3) business days. If a
7 Notice is “undeliverable” and no forwarding address is provided, the Settlement
8 Administrator shall employ a more substantive skip-tracing procedure in order to obtain
9 updated address information and shall re-mail the Notice to those Class Members whom a
10 new address is located. All re-mailings to skip-traced Class Members shall be performed
11 periodically during the claims filing period and must be completed no later than ten (10)
12 days prior to the Opt-Out / Objection Period deadline. If the Notice is returned after skip-
13 tracing and re-mailing occurs, there shall be no further skip-tracing and it shall be presumed
14 that the Settlement Class Member cannot be located. Within five (5) business days
15 following the Opt Out / Objection Period, the Settlement Administrator will provide a final
16 report of the number of Class Members who have objected to or requested to Opt-Out of
17 the Settlement.

18 5.4 Any Settlement Class Member who disagrees with the amount of the workweeks indicated
19 for that Class Member shall give written notice to the Settlement Administrator to indicate
20 and explain such disagreement, which must contain (1) a clear and unambiguous statement
21 indicating that the Class Member disputes the number of workweeks credited to him or her
22 and the number that is contended to be correct; (2) the Class Member’s full name; (3) the
23 signature of the Class Member; and (4) any evidence to support the Class Members’
24 dispute, and must be postmarked to the Settlement Administrator on or before the Opt-Out
25 / Objection Period deadline. Absent evidence rebutting Defendant’s records, Defendant’s
26 records shall be determinative. The Settlement Administrator will inform counsel for all
27 Parties in writing of any timely-filed workweek challenges, and shall investigate any

challenges including by consulting with Defendant, Defendant's Counsel, and Class Counsel, and the Parties shall mutually agree on how to resolve the dispute.

5.5 After entry of the Final Judgment, the Settlement Administrator shall, using the information provided by Defendant pursuant to Sections 5.1 and 5.3., mail notice of the Final Judgment to all identified Class Members by first-class, regular U.S. Mail to the most recent address known for each Class Member

6. OPT-OUT, OBJECTION, AND DISTRIBUTION PROCESS

6.1 The Notice shall set a date of forty-five (45) calendar days from the date on which it is mailed as the deadline by which members of the Settlement Class may submit an Opt-Out Letter, objection to the Settlement, change of contact information, or dispute related to the calculated workweeks. No Opt-Out requests or objections will be honored if postmarked after the Opt-Out / Objection Period deadline. All Opt-Out Letters shall be sent to the Settlement Administrator only. All Objections shall be sent to the Settlement Administrator only. If a Settlement Class Member mistakenly sends an Opt-Out Letter or objection to Class Counsel, or to Counsel for Defendant, the respective party will forward the documents, including the mailing envelope evidencing the postmark date, as soon as possible to the Settlement Administrator.

6.2 Opt-Out Letters.

6.2.1. A Class Member who wishes to Opt-Out from this Settlement and the release of claims pursuant to this Settlement, shall submit an "Opt-Out Letter" directly to the Settlement Administrator. The written Opt-Out Letter must: (1) explicitly and unambiguously state the following statement or similar statement: "I wish to be excluded from the *Leticia Romero v. Golden State Supply, LLC and Donovan Sheffield v. Golden State Supply, LLC* Settlement. I understand by excluding myself, I will not receive any money from the settlement reached in this matter."; (2) contain the full name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and

(4) be postmarked or fax stamped by the Opt-Out / Objection Period deadline and returned to the Settlement Administrator at the specified address stated in the Notice. The Opt-Out will not be valid if it is not timely submitted. The date of the postmark on the return mailing envelope on the Opt-Out Letter shall be the exclusive means used to determine whether the Opt-Out was timely submitted. Any Class Member who requests to be excluded from the Settlement Class by submitting an Opt-Out Letter will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement nor have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely written Opt-Out Letter on or before the Opt-Out / Objection Period deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is finally approved by the Court. To be timely, the Opt-Out Letter must be postmarked by the date indicated in the Notice, which shall be forty-five (45) calendar days after the Notice is first mailed to the Settlement Class Members. Class Members are not permitted to opt out of the PAGA payment, and will receive such individual share of the PAGA Payment, if applicable, irrespective of whether the Class Member opts out of the Settlement.

6.2.2. A Class Member who submits an Opt-Out Letter is not eligible to recover a share of the Net Settlement Amount with the exception of his or her share of the PAGA Payment.

6.2.3. The Settlement Administrator shall maintain a list of persons who have excluded themselves by submitting timely and valid Opt-Out Letters and shall identify the total number of opt outs in his/her declaration. The Settlement Administrator shall retain the originals of all Opt-Out Letters (including the envelopes with the postmarks) received.

6.3 Objection to Settlement. A Settlement Class Member who has not opted-out of the Settlement and who wishes to object to the Settlement must notify the Settlement

1 Administrator of his or her objection, in writing, on or before the date which is forty-five
2 (45) calendar days after the Notice is first mailed to Class Members. The objection must
3 state the Settlement Class Member's (i) full legal name, home address, last four digits of
4 his or her social security number (for identity verification purposes); (ii) the words "Notice
5 of Objection" or "Formal Objection;" in clear and concise terms; and (iii) the arguments
6 supporting the objection, including any evidence they wish to provide which supports those
7 arguments. A Settlement Class Member may also appear at the Final Approval Hearing,
8 either in person or through his or her own attorney, if he or she wishes to object to the
9 Settlement. Instructions regarding how to object are found in the Notice (*see* Exhibit 1).
10 Any Class Member who opts-out of the Settlement shall not have standing to object to the
11 Settlement. A Settlement Class Member may not object to the PAGA Payment.

12 6.4 Each Settlement Class Member who does not Opt-Out of the Settlement shall be entitled
13 to their respective *pro rata* share of the Net Settlement Amount upon the Order Granting
14 Final Approval of Class Action Settlement. The amount that each Settlement Class
15 Member is eligible to receive under this Settlement shall be determined in accordance with
16 the formula set forth in this Agreement.

17 6.5 As soon as practicable following the close of the Opt-Out / Objection Period deadline, and
18 in all events no later than 10 days after the close of the Opt-Out / Objection Period deadline,
19 the Settlement Administrator will provide Class Counsel and Counsel for Defendant with
20 a declaration attesting to completion of the notice process set forth herein, including an
21 explanation of efforts to re-send undeliverable notices returned with forwarding addresses.
22 The Opt-Out / Objection Period deadline shall not be extended beyond the forty-five (45)
23 days provided herein.

24 6.6 The Settlement Administrator will stamp the date received, and if received by United States
25 First Class Mail, also note the postmark date, on the original of any Opt-Out Letter or
26 objection it receives. The Settlement Administrator shall provide Class Counsel and
27 Counsel for Defendant with weekly reports regarding the Opt-Out Letters received,
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1 objections to the Class Action Settlement received, or any disputes received regarding the
2 workweeks worked by the Class Members along with copies of such documents. Within
3 ten (10) days after the end of the Opt-Out / Objection Period, the Settlement Administrator
4 shall immediately send to Class Counsel and Defense Counsel either by e-mail or overnight
5 delivery a declaration listing the total number of Opt-Outs, objections to the Class Action
6 Settlement received, and disputes regarding the workweeks worked by Class Members
7 received.

8 6.7 Upon expiration of the Opt-Out / Objection Period, Plaintiffs shall file a Motion for Final
9 Approval and Entry of Final Judgment with all necessary supporting documents with the
10 Court and shall schedule a Final Approval Hearing in accordance with applicable rules.
11 Class Counsel shall be responsible for drafting all documents necessary to obtain final
12 approval. At least seven (7) days prior to filing, Plaintiffs shall provide Defendant with a
13 draft of the Motion for Final Approval for review and comment. Class Counsel shall also
14 file and serve their motion for approval of Attorneys' Fees and Costs, and Enhancement
15 Payments, along with all supporting evidence at the same time they file and serve their
16 Motion for Final Approval. Class Counsel shall provide drafts to Defendant in advance of
17 filing the Motion for Final Approval.

18 6.8 After Entry of Final Judgment, Defendant will provide the Settlement Administrator with
19 sufficient funds via wire transfer to pay the Class Settlement Amount within thirty (30)
20 business days of the Settlement Effective Date.

21 6.9 Within twenty (20) days of the Settlement Effective Date, Class Counsel shall deliver to
22 the Settlement Administrator written instructions signed by Class Counsel that describe the
23 manner and mode of payment of such Attorneys' Fees and Costs (and, in the absence of
24 such instructions, such attorneys' fees and costs shall be sent by U.S. Mail), and a fully-
25 executed Form W-9 with respect to the entity to whom the Attorneys' Fees and Costs shall
26 be paid. The Settlement Administrator will issue to Class Counsel an IRS Form 1099 for
27 such amounts paid for attorneys' fees and costs under this Settlement.

1 6.10 Within fifteen (15) days after receiving the funds from Defendant, the Settlement
2 Administrator will disburse the funds as approved per this Agreement and the Court's Final
3 Judgment. The Settlement Administrator shall, using the information provided by
4 Defendant pursuant to Sections 5.1 and 5.3., mail notice of the Final Judgment to all
5 identified Class Members by first-class, regular U.S. Mail to the most recent address known
6 for each Class Member along with the class Settlement Disbursement Payments

7 6.11 In the event that Final Approval of this Settlement Agreement is not granted by the Court,
8 neither the Settlement Agreement, nor any documents related to this Settlement or
9 negotiations leading to the Settlement may be used as evidence for any purpose, and
10 Defendant shall retain the right to challenge all claims and allegations in the Litigation,
11 including the right to assert all applicable defenses, and conditional certification for
12 purposes of settlement shall be deemed withdrawn.

13 6.12 Should the Court decline to approve this Agreement in any material respect, except for
14 approval of the award of Class Counsel's Attorney Fees and Costs or the Settlement Class
15 Representative's Service Enhancement Payment, Defendant shall have no obligation to
16 make any payment under this Agreement, and in the event that Defendant have made any
17 such payment, such monies shall be returned promptly by the Settlement Administrator to
18 Defendant.

19 **7. COMPREHENSIVE WAIVER AND RELEASE**

20 7.1 Subject to final approval by the Court of the Settlement and upon the Settlement Effective
21 Date, all Settlement Class Members will be deemed to have, and by operation of the Order
22 Granting Final Approval of Class Action Settlement will have, expressly and irrevocably
23 released, acquitted, and forever discharged all of the Released Parties from any and all
24 claims, under federal, state or local law, rights, penalties, demands, damages, debts,
25 accounts, duties, costs (other than those costs required to be paid pursuant to this Settlement
26 Agreement), liens, charges, complaints, causes of action, obligations, liabilities, whether
27 known or unknown, that were alleged or could have been alleged based upon the facts set

forth in *Leticia Romero v. Golden State Supply, LLC*, Lead Case No. 2:23-cv-10578-MCS-AS (United States District Court of California, Central District of California), *Donovin Sheffield v. Golden State Supply, LLC*, Case No. 2:24-cv-00049-MSC-AS (United States District Court of California, Central District of California), and *Ixel Amairami Gonzalez v. Advance Auto Parts*, Case No. CIVSB2331657 (San Bernardino Superior Court) which occurred during the Class Period (“Released Claims”), including claims for: (1) failure to pay wages for all time worked at minimum wage in violation of Labor Code sections 1194 and 1197; (2) failure to pay overtime wages in violation of Labor Code sections 510, 1194, and 1198; (3) failure to pay all double-time hours worked at the double-time rate of pay in violation of Labor Code Sections 510 & 1194 and the Wage Orders ; (4) failure to pay all vacation and/or “paid time off” wages due in violation of Labor Code Section 227.3 and the Wage Orders; (5) failure to reimburse for necessarily incurred business expenses in violation of Labor Code section 2802; (6) failure to provide meal periods and meal period premium wages in violation of Labor Code Sections 512 & 226.7 and the Wage Orders; (7) failure to provide rest breaks and rest break premium wages in violation of Labor Code Section 226.7 and the Wage Orders; (8) failure to provide accurate wage statements in violation of Labor Code Section 226 and the Wage Orders; (9) failure to timely pay all earned wages and final paychecks at time of separation of employment in violation of Labor Code sections 201, 202, and 203; (10) failure to pay sick time at the regular rate of pay; and (11) all claims under PAGA that could have been premised on the claims, causes of action or legal theories described above in (1)-(10); (12) all claims for unfair business practices under California Business & Professions Code Section 17200 *et seq.* that could have been premised on the claims, causes of action or legal theories of relief described above in (1)-(9); and (13) all damages, including, but not limited to, liquidated damages, civil and statutory penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief identified above in (1)-(10). Expressly excluded from the Released Claims are all other claims, including claims for vested benefits,

1 wrongful termination, unemployment insurance, disability, social security, workers'
2 compensation, and claims outside of the Class Period. The Settlement Class Members will
3 be deemed to have specifically acknowledged that this Release reflects a compromise of
4 disputed claims.

5 7.1.1. The Settlement Class Members also waive and release all claims for attorneys' fees
6 and costs incurred by Settlement Class Members or by Class Counsel in connection
7 with the Litigation and the Settlement of the Litigation, except for the Attorneys'
8 Fees and Costs as set forth in this Agreement and as approved by the Court.

9 7.2 As a material term of this Agreement and in consideration for the Service
10 Enhancement Payment provided herein, and upon the occurrence of the Effective
11 Date, Named Plaintiffs Leticia Romero, Donovan Sheffield, and Ixel Amairami
12 Gonzalez hereby fully, finally, and forever release and discharge all claims,
13 obligations, demands, actions, rights, causes of action, and liabilities against the
14 Released Parties of whatever kind and nature, character and description, whether in
15 law or equity, whether sounding in tort, contract, federal, state, and/or local law,
16 statute, ordinance, regulation, common law, or other source or law, whether known
17 or unknown, and whether anticipated or unanticipated, arising from Named
18 Plaintiffs' relationship or termination or relationship with any Released Party
19 ("General Release"). The claims released by Named Plaintiffs include, but not are
20 not limited to, the claims released by Settlement Class Members, as well as any
21 other claims under any provision of the FLSA, the California Labor Code, any city
22 or county ordinance in the State of California, and claims under any other state or
23 federal laws, including, without limitation, the Fair Employment Housing Act, Title
24 VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the
25 Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee
26 Retirement Income Security Act of 1974, and all of their implementing regulations
27 and interpretive guidelines. Named Plaintiffs also agree, for the purpose of

1 implementing a full and complete release and discharge of the Released parties,
2 that this General Release is intended to include all claims that Named Plaintiffs did
3 not know or suspect to exist in their favor at the time of execution. Named Plaintiffs
4 also expressly release the Released Parties of all of their rights under Section 1542
5 of the Civil Code of the State of California as to any claims, demands, obligations,
6 causes of action, rights, or liabilities of any kind which have been or could have
7 been asserted against Released Parties. Section 1542 provides as follows:

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

13 8. **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

14 8.1 Upon execution of this Agreement, Class Counsel shall apply to the Court for the entry of
15 an order granting Preliminary Approval of the Settlement, including scheduling a
16 Preliminary Approval hearing on the question of whether the proposed Settlement should
17 be finally approved as fair, reasonable and adequate as to the proposed Class, substantially
18 in the following form:

19 8.1.1. Approving as to form and content the proposed “Notice;”

20 8.1.2. Directing the mailing of the Notice by first class mail to the Settlement Class
21 Members through the Settlement Administrator;

22 8.1.3. Preliminarily approving the Settlement; and

23 8.1.4. Approving Kane Moon of Moon Law Group and Michael Elkin of Elkin Gamboa
24 LLP as Class Counsel, approving Leticia Romero, Donovan Sheffield and Ixel
25 Amairami Gonzalez as Settlement Class Representatives, and approving Apex as
26 the Settlement Administrator.

27 8.1.5. Class Counsel shall draft the Motion for Preliminary Approval and provide
28

Defendant with drafts of said motion in advance of filing.

9. **DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT**

APPROVAL

9.1 Following preliminary approval by the Court of the Settlement, Class Counsel will submit a Motion for Final Approval proposed Final Judgment. The proposed Final Judgment shall:

9.1.1. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate and directing consummation of its terms and provisions;

9.1.2. Approve an award of Attorneys' Fees and Costs to Class Counsel;

9.1.3. Approve any Service Enhancement Payments to the Settlement Class Representatives;

9.1.4. Certify the Settlement Class for settlement purposes only in accordance with this Agreement; and,

9.1.5. Permanently bar the Settlement Class Representatives, and all Settlement Class Members from further prosecuting any of the Released Claims against Released Parties. Named Plaintiffs and Settlement Class Representatives Leticia Romero, Donovan Sheffield and Ixel Amairami Gonzalez shall also have been deemed to have executed a full and final general release pursuant to this Agreement and Civil Code Section 1542.

10. **MUTUAL FULL COOPERATION**

10.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of all necessary documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and their

Counsel, take all necessary steps to secure the Court's Final Judgment.

10.2 If a Party cannot reasonably comply with an obligation under this Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

11. **STATEMENT OF NON-ADMISSION**

11.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant, and Defendant deny liability therefor. Nor shall this Agreement constitute an admission by Defendant as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the Litigation. Likewise, nothing in this Agreement shall be construed or deemed an admission with regards to the validity of any of Defendant's defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

11.2 This Agreement, and all related documents, and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in any judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, including any wage and hour or other litigation against Defendant, for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.

11.3 The Notice, Opt-Out Letters, and any other evidence produced or created by any Settlement Class Member in connection with the claims procedures pursuant to this Settlement, and any actions taken by Defendant in response to such Opt-Out Letters, the calculations by the Settlement Administrator, or other evidence, do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendant of any violation

of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

11.4 In the event that this Agreement is not approved by the Court, any appellate court, or otherwise fails to become effective and enforceable, or is terminated, Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Litigation.

12. **NULLIFICATION THE AGREEMENT**

12.1 This Joint Stipulation will be null and void, if: (a) the Court unconditionally refuses to grant approval of this Joint Stipulation; (b) the Court refuses to enter a judgment in the Action; (c) the judgment is reversed, modified, or declared or rendered void; and/or (d) if any material portion of this Joint Stipulation is invalidated, unless the Parties subsequently agree in writing that the remaining provisions of the Joint Stipulation are to remain in full force and effect.

12.2 Defendant has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to Final Approval if (1) more than 5% of the Class Members timely and validly Opt-Out of the Settlement, or (2) if the Court fails to approve material terms of the Settlement, including the scope of the release. Defendant must make such election in writing to Class Counsel within 10 days of being notified by the Claims Administrator of a greater than 5% opt-out rate or the Court's failure to approve material terms of the Settlement.

12.3 If (a) the Court should for any reason fail to certify a class for settlement purposes, or (b) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of Attorney Fees, Costs and Service Enhancement Awards), or (c) the Court should for any reason fail to enter Final Approval resolving and ending the entire Litigation, or (d) the Court should fail to finally resolve the entire Litigation by allowing new parties and/or claims in the Litigation after entering Final Approval, or (e) the Final Approval Order is reversed, modified, or declared or rendered void, then the

1 Settlement shall be deemed null, void and unenforceable and shall not be used nor shall be
2 admissible in any subsequent proceedings either in this Court or in any other judicial,
3 arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding
4 without limitation against Defendant.

5 12.4 In the event that the Court does not approve the Attorney's Fees and Costs in the amount
6 requested by Class Counsel, or in the event that the Attorney's Fees and Costs requested
7 by Class Counsel is reduced, that finding shall not be a basis for rendering the entire
8 Settlement Agreement null, void, or unenforceable. Any increase of Attorney's Fees
9 and/or Costs shall be paid out of the Class Settlement Amount. Class Counsel retains their
10 right to appeal any decision by the Court regarding the Attorney's Fees and Costs.

11 13. **PARTIES' AUTHORITY**

12 13.1 The respective signatories to this Agreement each represent that they are fully authorized
13 to enter into this Settlement and bind the respective Parties to its terms and conditions.

14 14. **NO PRIOR ASSIGNMENTS**

15 14.1 The Parties represent, covenant, and warrant that they have not directly or indirectly,
16 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
17 person or entity any portion of any liability, claim, demand, action, cause of action, or right
18 released and discharged in this Settlement.

19 15. **NOTICES**

20 15.1 Unless otherwise specifically provided herein, all notices, demands, or other
21 communications given hereunder shall be in writing and shall be deemed to have been duly
22 given as of: (i) the date given, if given by hand delivery; (ii) within one business day, if
23 sent by overnight delivery services such as Federal Express or similar courier; or (iii) the
24 third business day after mailing by United States registered or certified mail, return receipt
25 requested. All notices given under this Agreement shall be addressed as follows:
26
27
28

15.1.1. To the Class:

Kane Moon (SBN 249834)
Email: kmoon@moonlawgroup.com
Daniel J. Park (SBN 274973)
Email: dpark@moonlawgroup.com

MOON LAW GROUP, PC
725 South Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Leticia Romero and Ixel Amairami Gonzalez

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4119 W. Burbank Blvd., Suite 110
Burbank, CA 91505
Telephone: 323.372.1202
Facsimile: 323.372.1216

Attorneys for Plaintiff Donovan Sheffield

15.1.2. To Defendant:

Adam Y. Siegel (Cal. Bar. No. 238568)
Robert Yang (State Bar No. 312964)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
E-mail: Adam.Siegel@jacksonlewis.com
E-mail: Rob.Yang@jacksonlewis.com

Attorneys for Defendant
GOLDEN STATE SUPPLY, LLC

16. **CONFIDENTIALITY**

16.1 Any confidentiality associated with the terms of this Settlement shall expire upon the filing by Class Counsel of the Motion for Preliminary Approval with the Court, except that the negotiations and discussions preceding submission of the Settlement to the Court for

preliminary approval, shall remain strictly confidential, unless otherwise agreed to by the Parties or unless otherwise ordered by the Court.

16.2 Named Plaintiffs and Class Counsel agree not to issue a press release, or post anything on a website or any form of social media including Defendant' names, and/or to advertise any terms of the settlement through written, recorded or other electronic communications, at any time. Named Plaintiffs further agree that if contacted regarding this case, they will only state that the lawsuit exists and has been resolved. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted or from posting documents filed with the Court.

17. **MISCELLANEOUS PROVISIONS**

17.1 Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Agreement.

17.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Agreement is contractual and not merely a recital.

17.3 Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

17.4 Integration Clause. This Agreement and the Exhibit hereto contain the entire agreement between the Parties relating to the resolution of the Litigation. No rights under this Settlement may be waived except in writing and signed by the Party against whom such

waiver is to be enforced.

17.5 Binding on Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

17.6 Counterparts and Electronic Signatures. This Agreement may be executed by facsimile signature, pdf signature, or signature in compliance with the Uniform Electronic Transaction Act, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

17.7 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

17.8 Continuing Jurisdiction. After Final Approval, the Court shall retain continuing jurisdiction to ensure the continuing implementation of this Agreement, including the interpretation and enforcement of the terms of the Settlement, any Settlement Administration matters, and such post-Judgment matters as may be applicable under court rules.

Dated: 11/6/2024

By: 
Leticia Romero
On behalf of herself, as Plaintiff, and the Class

Dated: _____

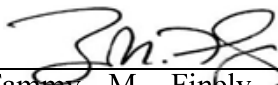
By: _____
Donovin Sheffield
On behalf of himself, as Plaintiff, and the Class

Dated: 11/5/2024

By: 
Ixel Amairami Gonzalez
On behalf of herself, as Plaintiff, and the Class

GOLDEN STATE SUPPLY, LLC

Dated: 11/12/24

By: 
Tammy M. Finely, Executive Vice President,
General Counsel & Corporate Secretary

APPROVED AS TO FORM

Dated: 11/6/2024

By: 
Kane Moon
Daniel J. Park

On Behalf of Plaintiffs Leticia Romero and Ixel
Amairami Gonzalez , and Other Class Members

Dated: _____

By: _____
Michael Elkin
Benjamin McLain

On Behalf of Plaintiff Donovan Sheffield and Other
Class Members

Dated: November 12, 2024

By: 
Adam Y. Siegel
Robert Yang

Attorneys for Defendant Golden State Supply, LLC,

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3 the Parties and their respective heirs, trustees, executors, administrators, successors, and
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15 and enforcement of the terms of the Settlement, any Settlement Administration matters,
16 and such post-Judgment matters as may be applicable under court rules.

17 Dated: _____

By: _____

Leticia Romero
On behalf of herself, as Plaintiff, and the Class

18
19 Dated: 10/28/2024

By:  _____

Donovin Sheffield
On behalf of himself, as Plaintiff, and the Class

20
21 Dated: _____

By: _____

Ixel Amairami Gonzalez
On behalf of herself, as Plaintiff, and the Class

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GOLDEN STATE SUPPLY, LLC

Dated: _____ By: _____
Tammy M. Finely, Executive Vice President,
General Counsel & Corporate Secretary

APPROVED AS TO FORM

Dated: _____ By: _____
Kane Moon
Daniel J. Park

On Behalf of Plaintiffs Leticia Romero and Ixel
Amairami Gonzalez , and Other Class Members

Dated: 10/28/2024 By: _____
Michael Elkin
Benjamin McLain

On Behalf of Plaintiff Donovan Sheffield and Other
Class Members

Dated: _____ By: _____
Adam Y. Siegel
Robert Yang

Attorneys for Defendant Golden State Supply, LLC,