

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
LAUNA ADOLPH (SBN 227743)
REBECCA E. LIU (SBN 352495)
2101 E. El Segundo Blvd., Suite 403
El Segundo, CA 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff CEDRIC WOODEARS,
individually and on behalf of all others similarly
situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CEDRIC WOODEARS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARGONAUT MANUFACTURING
SERVICES, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 37-2024-00023864-CU-OE-CTL

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between plaintiff Cedric Woodears, individually
2 and on behalf of all others similarly situated, on the one hand, and defendant Argonaut
3 Manufacturing Services, Inc., on the other hand, and subject to the approval of the Court, that the
4 claims alleged in the Action are hereby compromised and settled pursuant to the terms and
5 condition set forth in this Stipulation of Class and Representative Action Settlement (“Stipulation”)
6 and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court
7 as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this
8 reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the class and representative action entitled *Cedric Woodears v.*
11 *Argonaut Manufacturing Services, Inc.*, San Diego Superior Court Case No.37-2024-00023864-
12 CU-OE-CTL.

13 2. “Aggrieved Employees” mean all current and former non-exempt employees who
14 worked for Defendant in California at any time during the PAGA Period.

15 3. “Class Counsel” means Matthew J. Matern, Launa Adolph, and Rebecca E. Liu of
16 Matern Law Group, PC.

17 4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
18 litigation and resolution of this Action (not to exceed one third of the Gross Settlement Amount),
19 and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

20 5. “Class Information” means information regarding Class Members that Defendant
21 shall in good faith compile from its records and shall be authorized by the Court to transmit in a
22 secured manner to the Settlement Administrator. Class Information shall be transmitted in
23 electronic form and shall include each Class Member’s full name; last known address; Social
24 Security number; total number of Workweeks; and total number of Pay Periods.

25 6. “Class Members” means all current and former non-exempt employees who were
26 employed by Defendant in California at any time during the Class Period.

27 7. “Class Period” means the period from May 22, 2020 to July 6, 2025.
28

1 8. “Class Notice” means the Notice of Class and Representative Action Settlement,
2 substantially in the form attached hereto as **Exhibit 1**, which the Settlement Administrator shall
3 mail to each Class Member in English and Spanish explaining the terms of this Stipulation and the
4 Settlement.

5 9. “Class Representative Service Award” means the amount the Court authorizes to be
6 paid to Plaintiff, in addition to Plaintiff’s Individual Class Payments and Individual PAGA
7 Payments, in recognition of Plaintiff’s effort and risk in prosecuting the Action.

8 10. “Defendant” means defendant Argonaut Manufacturing Services, Inc.

9 11. “Defense Counsel” means Mark Posard and John D. Sager of Gordon Rees Scully
10 Mansukhani.

11 12. “Effective Date” means the following: (a) the date the Court enters an Order
12 approving the Settlement if no objections are asserted and no individual seeks to intervene in the
13 matter; or (b) 61 days after the date of entry of the Order of the court approving the Settlement if
14 any objections are asserted or any individual seeks to intervene in the matter but no appeal is filed;
15 or (c) if a timely appeal is made, the date of final resolution of that appeal if the appeal is rejected,
16 the Settlement is upheld, and the settlement approval order is no longer subject to further judicial
17 review.

18 13. “Employer Taxes” means Defendant’s portion of payroll taxes, including but not
19 limited to taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax
20 Act, and/or any similar state taxes and contributions required of employers, on the portion of the
21 Individual Class Payments that constitutes wages. The Employer Taxes will be submitted by
22 Defendant to the Settlement Administrator in addition to the Gross Settlement Amount.

23 14. “Final Approval Hearing” means the hearing to be conducted by the Court after the
24 filing of an appropriate motion by Plaintiff and following appropriate notice to Class Members
25 giving Class Members an opportunity to request exclusion from or object to the class settlement, at
26 which time Plaintiff shall request that the Court finally approve the Settlement, enter the Judgment,
27 and take other appropriate action.

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1 15. “Gross Settlement Amount” means the maximum amount Defendant shall have to
2 pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all
3 Individual Class Payments, Individual PAGA Payments, the Class Counsel Award, the Class
4 Representative Service Award, Settlement Administration Costs, and the LWDA Payment. Subject
5 to Court approval and the terms of this Stipulation, the Gross Settlement Amount Defendant shall
6 be required to pay is Four Hundred Thousand Dollars (\$400,000.00).

7 16. “Individual Class Payment” means a Participating Class Member’s pro rata share of
8 the Net Settlement Amount calculated according to the number of Workweeks during the Class
9 Period.

10 17. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of
11 25% of the PAGA Penalties calculated according to the number of Pay Periods during the PAGA
12 Period.

13 18. “Judgment” means the judgment to be entered by the Court upon granting final
14 approval of the Settlement and this Stipulation as binding upon the Parties, Participating Class
15 Members, and Aggrieved Employees.

16 19. “LWDA” means the California Labor and Workforce Development Agency.

17 20. “LWDA Payment” means the portion of the PAGA Penalties payable to the LWDA.

18 21. “Net Settlement Amount” means the Gross Settlement Amount, less the Class
19 Counsel Award, the Class Representative Service Award, Settlement Administration Costs, and the
20 PAGA Penalties.

21 22. “Notice of Objection” means a Class Member’s written objection to the Settlement.

22 23. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
23 Labor Code sections 2698, et seq.

24 24. “PAGA Penalties” means the amount payable from the Gross Settlement Amount
25 to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid
26 to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

27 25. “PAGA Period” means the period from March 18, 2023 to July 6, 2025.
28

1 26. “Participating Class Members” means Plaintiff and all other Class Members who do
2 not submit a valid and timely Request for Exclusion.

3 27. “Parties” means Plaintiff and Defendant.

4 28. “Pay Period” means a pay period during which an Aggrieved Employee performed
5 one or more days of work as a non-exempt employee of Defendant in California during the PAGA
6 Period, based on Defendant’s records, and which shall be used to calculate Individual PAGA
7 Payments.

8 29. “Plaintiff” means plaintiff Cedric Woodears.

9 30. “Preliminary Approval Order” means the order to be issued by the Court approving
10 and authorizing the mailing of the Class Notice by the Settlement Administrator, setting the date of
11 the Final Approval Hearing and granting preliminary approval of the settlement set forth in this
12 Stipulation, among other things.

13 31. “Released Parties” means Defendant, together with its officers, directors,
14 employees, members, insurers, member managers, owners, affiliates as defined by Corporations
15 Code § 150 and agents.

16 32. “Request for Exclusion” means a written request by a Class Member to opt out of,
17 or exclude oneself from, the class settlement.

18 33. “Response Deadline” means the date forty-five (45) days after the Settlement
19 Administrator mails the Class Notices to Class Members and Aggrieved Employees and the last
20 date on which Class Members may submit a Request for Exclusion, Notice of Objection, or dispute
21 regarding the number of Workweeks stated on their respective Class Notice.

22 34. “Settlement” means the final and complete disposition of the Action pursuant to this
23 Stipulation.

24 35. “Settlement Administration Costs” means the reasonable costs and fees of
25 administering the Settlement to be paid from the Gross Settlement Amount, including, but not
26 limited to: (i) translating the Class Notice into Spanish; (ii) printing, mailing and re-mailing (if
27 necessary) of Class Notices to Class Members; (iii) preparing and submitting to Participating Class
28 Members and government entities all appropriate tax filings and forms; (iv) computing the amount

1 of and distributing Individual Class Payments, Individual PAGA Payments, the Class
2 Representative Service Award, the Class Counsel Award, and the LWDA Payment; (v) processing
3 and validating Requests for Exclusion and Notices of Objection; (vi) establishing a Qualified
4 Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vii) calculating and
5 remitting to the appropriate government agencies all employer and employee payroll tax obligations
6 arising from the Settlement and preparing and submitting filings required by law in connection with
7 the payments required by the Settlement.

8 36. “Settlement Administrator” means Xpand Legal Consulting LLC or any other third-
9 party class action settlement administrator agreed to by the Parties and approved by the Court for
10 purposes of administering this Settlement.

11 37. “Workweek” means a week during which a Class Member performed one or more
12 days of work as a non-exempt employee of Defendant in California during the Class Period, based
13 on Defendant’s records, and which shall be used to calculate Individual Class Payments.

14 **RECITALS**

15 38. Procedural History. On May 22, 2024, Plaintiff filed this wage and hour class action
16 lawsuit against Defendant in San Diego Superior Court, alleging causes of action for: (1) failure to
17 provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum
18 wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting
19 employees; (6) failure to furnish accurate itemized wage statements; (7) failure to maintain required
20 records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of
21 duties; (9) unfair and unlawful business practices; and (10) penalties under PAGA, as a
22 representative action. Defendant filed its Answer on July 26, 2024.

23 39. On May 7, 2025, the Parties participated in a private mediation session with
24 mediator Steven Rottman, Esq. The Parties reached a resolution at the mediation, subject to the
25 Parties entering into a more comprehensive written settlement agreement.

26 40. Prior to the mediation, Plaintiff obtained through informal discovery time and
27 payroll records for the Class Members and Defendant’s wage and hour policies and procedures.
28

1 41. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
2 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's
3 claims in the Action through trial and through any possible appeals. Plaintiff also has taken into
4 account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays
5 inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof
6 necessary to establish liability for the claims asserted in the Action, both generally and in response
7 to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution
8 and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account
9 Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class
10 Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
11 set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests of all Class
12 Members.

13 42. Defendant's Reasons for Settlement. Defendant has concluded that any further
14 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
15 Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall
16 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken
17 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
18 though Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action,
19 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
20 Stipulation and to put to rest the claims alleged in this Action. Defendant has asserted and continues
21 to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability,
22 damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed
23 claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken
24 to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as
25 to the merits or lack thereof of the claims asserted in the Action. Defendant contends it has
26 complied with all applicable state, federal and local laws.

27
28

1 **TERMS OF SETTLEMENT**

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

4 43. Binding Settlement. This Settlement shall bind the Parties and all Participating
5 Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the
6 Court's approval.

7 44. Tax Liability. The Parties make no representations as to the tax treatment or legal
8 effect of the payments specified herein, and Class Members and Aggrieved Employees are not
9 relying on any statement or representation by the Parties, Class Counsel, or Defense Counsel in this
10 regard. Participating Class Members and Class Counsel understand and agree that they shall be
11 responsible for the payment of all taxes and penalties assessed on the payments specified herein,
12 and shall hold the Parties, Class Counsel, and Defense Counsel free and harmless from and against
13 any claims resulting from treatment of such payments as non-taxable, including the treatment of
14 such payments as not subject to withholding or deduction for payroll and employment taxes.

15 45. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT
16 (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN COMMUNICATION OR
17 DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS COUNSEL, OR DEFENSE
18 COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
19 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
20 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
21 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
22 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
23 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
24 ADVICE) IN CONNECTION WITH THIS STIPULATION, (B) HAS NOT ENTERED INTO
25 THIS STIPULATION BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
26 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
27 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
28 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE

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

8 46. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the
9 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes and
10 setting a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to
11 have this Settlement presented to the Court for preliminary approval. The Preliminary Approval
12 Order shall provide for, among other things, the Class Notice to be sent to Class Members as
13 specified herein. Class Counsel will prepare the Motion for Preliminary Approval.

14 47. Released Claims.

15 a. Participating Class Members' Released Claims. Upon Defendant funding
16 the Gross Settlement Amount and Employer Taxes in full, all Participating Class Members shall
17 fully release and discharge the Released Parties of the claims stated in the operative Complaint and
18 those based upon the facts in the complaint, including claims for (a) failure to pay minimum wages,
19 (b) failure to pay overtime wages, (c) failure to provide meal periods; (d) failure to provide rest
20 periods, (e) failure to maintain required records, (f) failure to reimburse business expenses, (g)
21 failure to timely pay wages upon separation of employment, (h) failure to provide accurate itemized
22 wage statements, (i) unfair and unlawful competition, and (j) all other claims in the operative
23 complaint that were or could have reasonably been brought on an individual or class basis under
24 the California Labor Code or other wage and hour-related statutes or common law, including but
25 not limited to Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
26 510, 512, 588, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and all related sections under the
27 applicable Wage Orders of the Industrial Welfare Commission.

1 b. PAGA Release. In addition to the release set forth in Paragraph 47.a. above,
2 upon Defendant funding the Gross Settlement Amount and Employer Taxes in full, the State of
3 California, and anyone purporting to act on its behalf, will release all claims for civil penalties
4 under PAGA, that were pled or reasonably could have been pled based on the factual allegations in
5 the operative Complaint in the Action and the LWDA letter, including specifically, claims for
6 PAGA penalties arising out of or based on alleged: failure to pay minimum wages, failure to pay
7 overtime wages, failure to provide meal periods, failure to provide rest periods, failure to reimburse
8 business expenses, failure to provide timely wages, failure to provide timely wages upon separation,
9 failure to provide accurate itemized wage statements, and/or failure to maintain accurate payroll
10 records. This release includes all claims for civil penalties arising under the California Labor Code,
11 including but not limited to Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 226,
12 226.3, 226.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and the relevant
13 sections of the applicable Wage Orders of the Industrial Welfare Commission. The release shall
14 include the Released Parties.

15 c. Plaintiff's Release. In addition to the releases set forth in Paragraphs 47.a.
16 and 47.b. above, upon Defendant funding the Gross Settlement Amount and Employer Taxes in
17 full, Plaintiff shall release the Released Parties of any and all claims, demands, rights, liabilities,
18 and/or causes, of any form whatsoever, arising under federal, state, local, or common laws, rules,
19 or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that
20 have been or could have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns,
21 whether directly, indirectly, representatively, derivatively or in any other capacity, against
22 Defendant or any of the other Released Parties, arising at any time prior to entry of the Judgment,
23 including but not limited to those claims raised in the Action, and those arising from or related to
24 Plaintiff's work with Defendant. This release specifically excludes claims for unemployment
25 insurance, disability, social security, and workers' compensation (except for claims pursuant to
26 Labor Code Sections 132a and 4553).

27 As to the released claims only, Plaintiff expressly waives all rights and benefits under the
28 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

1 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
6 DEBTOR OR RELEASED PARTY.”

7 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
8 and complete release, Plaintiff expressly acknowledges that this Settlement is intended to include
9 in its effect, without limitation, all claims which he does not know or suspect to exist in his favor
10 at the time of execution hereof, and that the Settlement contemplates the extinguishment of all
11 such claims.

12 Plaintiff’s release and section 1542 waiver specifically exclude the claims asserted in CRD
13 No. 202504-28917210, and neither the release nor the section 1542 waiver shall have any impact
14 on the legal claims or rights asserted in CRD No. 202504-28917210.

15 48. Settlement Administration.

16 a. Within ten (10) days of entry of the Preliminary Approval Order, Defendant
17 shall provide the Settlement Administrator with the Class Information for purposes of mailing the
18 Class Notices to Class Members.

19 i. Notice by First Class U.S. Mail. Upon receipt of the Class
20 Information, the Settlement Administrator shall perform a search based on the National Change of
21 Address Database maintained by the United States Postal Service to update and correct any known
22 or identifiable address changes. Within ten (10) days after receiving the Class Information from
23 Defendant as provided herein, the Settlement Administrator shall mail copies of the Class Notice
24 to all Class Members in English and Spanish via regular First Class U.S. Mail. The Settlement
25 Administrator shall exercise its best judgment to determine the current mailing address for each
26 Class Member. The address identified by the Settlement Administrator as the current mailing
27 address shall be presumed to be the most current mailing address for each Class Member. The
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1 Parties agree that this procedure for notice provides the best notice practicable to Class Members
2 and fully complies with due process.

3 ii. Undeliverable Class Notices. Any Class Notice returned to the
4 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed
5 to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
6 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or
7 other type of automated search, using the name, address and/or Social Security number of the Class
8 Member involved, and shall then perform a re-mailing to the Class Member whose Class Notice
9 was returned as non-deliverable, assuming another mailing address is identified by the Settlement
10 Administrator. If a Class Notice is re-mailed to a Class Member less than ten (10) days prior to the
11 Response Deadline, the Class Member shall have their Response Deadline extended by ten (10)
12 days from the date the Settlement Administrator re-mails the Class Notice. If these procedures are
13 followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended
14 recipient of the Class Notice does not receive the Class Notice, the intended recipient shall
15 nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the
16 Judgment.

17 iii. Determination of Individual Class Payments and Individual PAGA
18 Payments. The Settlement Administrator shall determine the eligibility for, and the amount of,
19 each Individual Class Payment and Individual PAGA Payment under the terms of this Stipulation.
20 The Settlement Administrator's determination of the eligibility for and amount of each Individual
21 Class Payment and Individual PAGA Payment shall be binding upon the Class Member and/or
22 Aggrieved Employee, yet subject to review by Class Counsel, Defense Counsel, and the Court. In
23 the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

24 iv. Disputes Regarding Administration of Settlement. Any dispute not
25 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
26 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
27 confer in good faith to resolve the dispute without the necessity of involving the Court.
28

1 b. Requests for Exclusion. The Class Notice shall explain that Class Members
2 who wish to exclude themselves from the class settlement must submit a Request for Exclusion to
3 the Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1)
4 contain the name, address, and telephone number of the person requesting exclusion; (2) be signed
5 by the Class Member; and (3) be postmarked by the Response Deadline and returned to the
6 Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense
7 Counsel, and the Court, the date of the postmark on the return mailing envelope on the Request for
8 Exclusion shall be the exclusive means used by the Settlement Administrator to determine whether
9 a Class Member has timely requested exclusion from the class settlement. Any Class Member who
10 timely and properly requests to be excluded from the class settlement shall not be entitled to an
11 Individual Class Payment and shall not be bound by the terms of the Settlement nor shall the Class
12 Member have any right to object to the Settlement or appeal from the entry of the Judgment. Class
13 Members who do not submit a valid and timely Request for Exclusion on or before the Response
14 Deadline shall be bound by all terms of the Settlement and the Judgment entered in this Action if
15 the Settlement is finally approved by the Court. However, in light of the binding nature of a PAGA
16 judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th
17 969, Aggrieved Employees are not permitted to opt-out of the settlement of the PAGA claim and
18 shall receive an Individual PAGA Payment, and shall be deemed to release the PAGA claims. No
19 later than ten (10) days after the Response Deadline, the Settlement Administrator shall provide
20 counsel for the Parties a complete list of all Class Members who submitted a timely and valid
21 Request for Exclusion.

22 c. Objections. The Class Notice shall state that Class Members who wish to
23 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by the
24 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A Notice
25 of Objection must (1) state the full name of the Class Member; (2) be signed by the Class Member;
26 (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and
27 returned to the Settlement Administrator at the specified address. The Settlement Administrator
28 shall immediately upon receipt transmit to Class Counsel and Defense Counsel copies of all

1 objections and supporting papers. Plaintiff shall file the objections and all supporting papers with
2 the Court at the same time that Plaintiff files the motion for final approval. Subject to review by
3 Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing
4 envelope on the Notice of Objection shall be the exclusive means used by the Settlement
5 Administrator to determine whether a Class Member has timely objected to the Settlement. The
6 Court, however, shall retain final authority with respect to the consideration and admissibility of
7 any Class Member objections. A Class Member may appear personally or through an attorney, at
8 his or her own expense, at the Final Approval Hearing to present his or her objection directly to the
9 Court. Class Members who do not submit a Notice of Objection or appear at the Final Approval
10 Hearing to explain their objection(s) shall be deemed to have waived any objections and shall be
11 foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. If a
12 Class Member objects to this Settlement, the Class Member will remain a member of the class and
13 if the Court approves this Stipulation, the Class Member will be bound by the terms of the
14 Settlement and Judgment in the same way and to the same extent as a Participating Class Member
15 who does not object. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek
16 to solicit or otherwise encourage or discourage Class Members from objecting to the Settlement or
17 filing an appeal from the Judgment.

18 d. Disputes Regarding the Number of Workweeks. If a Class Member
19 disagrees with the number of Workweeks stated on the Class Notice, the Class Member must send
20 a letter to the Settlement Administrator by the Response Deadline stating the reasons why he or she
21 disputes the number of Workweeks and provide any supporting documentation. The Settlement
22 Administrator will evaluate the evidence submitted by the Class Member, as well as any evidence
23 submitted by Defendant, and make a decision as to the number of Workweeks that should be applied
24 and/or the Individual Class Payment to which the Class Member is entitled. The Settlement
25 Administrator's decision as to the total number of Workweeks shall be final and non-appealable,
26 yet subject to review by the Court. The Settlement Administrator shall send written notice of the
27 decision on any such dispute to the Class Member, Class Counsel, and Defense Counsel within ten
28 (10) days of receipt of the dispute.

1 e. Monitoring and Reviewing Settlement Administration. The Parties have the
2 right to monitor and review the administration of the Settlement to verify that the monies allocated
3 under the Settlement are distributed in the correct amount, as provided for in this Stipulation.

4 f. Best Efforts. The Parties agree to use their best efforts to carry out the terms
5 of this Settlement.

6 49. Funding and Allocation of the Gross Settlement Amount. Defendant shall fund the
7 Gross Settlement Amount in two (2) equal installment payments of Two Hundred Thousand Dollars
8 (\$200,000.00). Defendant shall transmit the first installment payment to the Settlement
9 Administrator in any feasible manner, including, but not limited to, wire transfer by the latter of
10 fourteen (14) days after the Effective Date or January 3, 2026. The second installment payment
11 shall be transmitted to the Settlement Administrator no later than six months after the Effective
12 Date. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded or
13 canceled or fails to become effective for any reason, or if the Effective Date does not occur, then
14 no portion of the Gross Settlement Amount shall be paid.

15 a. Individual Class Payments and Individual PAGA Payments. Class Members
16 shall not be required to submit a claim in order to receive a share of the Net Settlement Amount,
17 and no portion of the Gross Settlement Amount shall revert to Defendant or result in an unpaid
18 residue. Individual Class Payments and Individual PAGA Payments shall be paid by the Settlement
19 Administrator from the Gross Settlement Amount pursuant to the formula set forth herein.
20 Individual Class Payments and Individual PAGA Payments shall be mailed by the Settlement
21 Administrator by regular First-Class U.S. Mail to each Participating Class Member and/or
22 Aggrieved Employee's last known mailing address within ten (10) days after Defendant provides
23 the Settlement Administrator with the full Gross Settlement Amount. Prior to mailing the
24 Individual Class Payments and Individual PAGA Payments, the Settlement Administrator shall
25 perform a search based on the National Change of Address Database maintained by the United
26 States Postal Service to update and correct any known or identifiable address changes.

27 i. Each Participating Class Member's Individual Class Payment shall
28 be calculated solely by the Settlement Administrator according to the following formula: Defendant

1 shall provide the Settlement Administrator with the Workweeks for each Participating Class
2 Member. The Settlement Administrator shall then divide the Net Settlement Amount by the total
3 number of Workweeks for all Participating Class Members resulting in a value for each week
4 worked by the Participating Class Members during the Class Period ("Workweek Value"). The
5 Settlement Administrator shall then multiply the number of Workweeks for each Participating Class
6 Member by the Workweek Value.

7 ii. In addition, all Aggrieved Employees shall receive a pro rata share
8 of the portion of the PAGA Penalties allocated to Aggrieved Employees based on their Pay Periods
9 during the PAGA Period.

10 iii. Individual Class Payments and Individual PAGA Payments shall be
11 made by check and shall be made payable to each Participating Class Member and/or Aggrieved
12 Employee as set forth in this Stipulation.

13 iv. Individual Class Payments shall be allocated as follows: fifteen
14 percent (15%) as wages subject to all applicable tax withholdings, and eighty five percent (85%)
15 as non-wage penalties, interest, and reimbursement of employment-related expenses not subject to
16 payroll tax withholdings. Individual PAGA Payments shall be allocated as 100% non-wage
17 penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class
18 Member for the portion of each Individual Class Payment allocated as wages and subject to all
19 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
20 Participating Class Member and Aggrieved Employee for the portion of each Individual Class
21 Payment and Individual PAGA Payment allocated as non-wage penalties, interest, and
22 reimbursement of employment-related expenses not subject to payroll tax withholdings. The
23 Settlement Administrator shall calculate the amount of the Employer Taxes and shall remit and
24 report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a
25 timely manner.

26 v. Individual Class Payment and Individual PAGA Payment checks
27 shall remain negotiable for one hundred eighty (180) days from the date of mailing. If an Individual
28 Class Payment and/or Individual PAGA Payment check remains uncashed after one hundred eighty

1 (180) days from issuance, the Settlement Administrator shall distribute the value of the uncashed
2 check to the State Controller's Office Unclaimed Property Fund in the name of the Participating
3 Class Member and/or Aggrieved Employee. In such event, such Participating Class Members
4 and/or Aggrieved Employees shall nevertheless remain bound by the Settlement.

5 vi. All monies received by Class Members under the Settlement which
6 are attributable to wages shall constitute income to such Class Members solely in the year in which
7 such monies actually are received by the Class Members. It is expressly understood and agreed
8 that the receipt of Individual Class Payments shall not entitle any Class Member to additional
9 compensation or benefits under any collective bargaining agreement or under any bonus, contest
10 or other compensation or benefit plan or agreement in place during the period covered by the
11 Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or
12 other deferred compensation benefits. It is the intent of the Parties that Individual Class Payments
13 provided for in this Stipulation are the sole payments to be made by Defendant to Class Members
14 in connection with this Settlement, with the exception of Plaintiff, and that the Class Members are
15 not entitled to any new or additional compensation or benefits as a result of having received the
16 Individual Class Payments.

17 b. Class Representative Service Award. Subject to Court approval, Plaintiff
18 shall be paid a Class Representative Service Award not to exceed Five Thousand Dollars
19 (\$5,000.00), or any lesser amount as awarded by the Court, for his time and effort in bringing and
20 presenting the Action and for releasing his claims. Defendant shall not oppose or object to
21 Plaintiff's request for Class Representative Service Award in an amount not to exceed Five
22 Thousand Dollars (\$5,000.00). The Class Representative Service Award shall be paid to Plaintiff
23 from the Gross Settlement Amount no later than ten (10) days after Defendant provides the
24 Settlement Administrator with the full Gross Settlement Amount. The Settlement Administrator
25 shall issue an IRS Form 1099 to Plaintiff for the Class Representative Service Award. Plaintiff
26 shall be solely and legally responsible to pay any and all applicable taxes on the Class
27 Representative Service Award and shall hold harmless Defendant, Class Counsel, and Defense
28 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of

1 the Class Representative Service Award. The Class Representative Service Award shall be made
2 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment. Any amount
3 requested by Plaintiff for the Class Representative Service Award and not awarded by the Court
4 shall become part of the Net Settlement Amount and shall be distributed to Participating Class
5 Members as part of their Individual Class Payments.

6 c. Class Counsel Award. Subject to Court approval, Class Counsel shall be
7 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the Gross
8 Settlement Amount, which amounts to One Hundred Thirty-Three Thousand Three Hundred
9 Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33). In addition, subject to Court approval,
10 Class Counsel shall be entitled to an award of reasonable costs associated with Class Counsel's
11 prosecution of the Action in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00).
12 Class Counsel shall provide the Settlement Administrator with a properly completed and signed
13 IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award
14 approved by the Court. Defendant shall not oppose or object to Plaintiff's request for an award of
15 attorneys' fees in an amount not to exceed One Hundred Thirty-Three Thousand Three Hundred
16 Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) and request for an award of reasonable
17 costs not to exceed Thirty-Five Thousand Dollars (\$35,000.00). In the event the Court awards
18 Class Counsel less than One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars
19 and Thirty-Three Cents (\$133,333.33) in attorneys' fees and/or less than Thirty-Five Thousand
20 Dollars (\$35,000.00) in costs, the difference shall become part of the Net Settlement Amount and
21 shall be distributed to Participating Class Members as part of their Individual Class Payments.
22 Class Counsel shall be paid any Court-awarded attorneys' fees and costs no later than ten (10) days
23 after Defendant provides the Settlement Administrator with the full Gross Settlement Amount.
24 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class
25 Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for
26 the Class Counsel Award. This Settlement is not conditioned upon the Court awarding Class
27 Counsel any particular amount of attorneys' fees or costs.

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1 d. PAGA Penalties. Fifteen Thousand Dollars (\$15,000.00) from the Gross
2 Settlement Amount shall be allocated as penalties under PAGA, of which Eleven Thousand Two
3 Hundred Fifty Dollars (\$11,250.00) shall be paid by the Settlement Administrator directly to the
4 LWDA. The remaining Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) shall be
5 distributed to Aggrieved Employees as Individual PAGA Payments.

6 e. Settlement Administration Costs.

7 i. The Settlement Administration fees and expenses, which are
8 estimated not to exceed Seven Thousand Dollars (\$7,000.00), shall be paid from the Gross
9 Settlement Amount. Prior to Plaintiff filing a motion for final approval of the Settlement, the
10 Settlement Administrator shall provide the Parties with a statement detailing the Settlement
11 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration
12 process and to make all reasonable efforts to control and minimize Settlement Administration
13 Costs.

14 ii. The Parties each represent they do not have any financial interest in
15 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
16 that could create a conflict of interest.

17 iii. The Settlement Administrator shall keep the Parties timely apprised
18 of the performance of all Settlement Administrator responsibilities required by the Settlement. The
19 Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
20 regulations in which the Gross Settlement Amount shall be placed and from which payments
21 required by the Settlement shall be made.

22 50. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
23 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
24 grant final approval of the Settlement, including determining the amounts properly payable for:
25 (i) the Class Counsel Award; (ii) the Class Representative Service Award; and (iii) the PAGA
26 Penalties. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a
27 declaration to the Parties describing the process and results of the administration of the Settlement
28 to date which shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. If the

1 Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final
2 judgment on its website within seven (7) calendar days of entry of the Judgment.

3 51. Adjustment of the Gross Settlement Amount. The Gross Settlement Amount was
4 negotiated and is premised on the understanding that the Class Members collectively worked
5 approximately 13,100 Workweeks. In the event that the actual number of Workweeks exceeds
6 14,410 (110% of 13,100), then the Gross Settlement Amount shall increase by \$30.53 (Gross
7 Settlement Amount divided by 13,100) for each additional workweek above it.

8 52. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
9 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not
10 enter the Judgment; or (iv) the Settlement does not become final for any other reason, this
11 Stipulation shall be rendered null and void, any order or judgment entered by the Court in
12 furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and
13 any documents related to it shall not be used by any Class Member or Class Counsel to support any
14 claim or request for class certification in the Action, and shall not be used in any other civil, criminal
15 or administrative action against Defendant or any of the other Released Parties. In the event an
16 appeal is filed from the order granting final approval or Judgment, or any other appellate review is
17 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
18 other appellate review. Any fees incurred by the Settlement Administrator prior to it being notified
19 of the filing of an appeal from the Judgment, or any other appellate review, shall be paid by
20 Defendant to the Settlement Administrator.

21 53. No Admission by Defendant. Defendant denies all claims alleged in this Action and
22 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its terms and
23 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
24 shall be used against Defendant as an admission or indication with respect to any claim of any fault,
25 concession, or omission by Defendant. The Parties agree that this Stipulation shall not be
26 admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiff or any
27 Class Member, other than according to the terms of this Stipulation.

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1 54. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
2 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
3 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
4 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

5 55. Stay of Action. The Parties agree that upon the execution of this Agreement the
6 Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
7 that pursuant to Code of Civil Procedure section 583.330, the time to bring this case to trial pursuant
8 to Code of Civil Procedure shall be extended from the date this Stipulation is fully executed through
9 the entirety of the settlement approval process.

10 56. Amendment or Modification. This Stipulation may be amended or modified only
11 by a written instrument signed by all Parties or their representatives, and approved by the Court.

12 57. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
13 agreement between the Parties, and no oral or written representations, warranties, or inducements
14 have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the
15 representations, warranties, and covenants contained and memorialized in this Stipulation and its
16 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
17 on the Parties.

18 58. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
19 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
20 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by
21 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents
22 required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense
23 Counsel shall cooperate with each other and use their best efforts to effect the implementation of
24 the Settlement. In the event the Parties are unable to reach agreement on the form or content of any
25 document needed to implement the Settlement, or on any supplemental provisions that may become
26 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of mediator
27 Steve Rottman to resolve such disagreement. The person signing this Stipulation on behalf of
28 Defendant represents and warrants that he/she is authorized to sign this Stipulation on behalf of

1 Defendant. Plaintiff represents and warrant that he is authorized to sign this Stipulation and that
2 he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The
3 Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any
4 construction made of this Stipulation, the same shall not be construed against any of the Parties.

5 59. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
6 inure to the benefit of, the successors and assigns of the Parties.

7 60. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
8 be governed by and interpreted according to the laws of the State of California, without giving
9 effect to any law that would cause the laws of any jurisdiction other than the State of California to
10 be applied.

11 61. Counterparts. This Stipulation may be executed in one or more counterparts. All
12 executed counterparts and each of them shall be deemed to be one and the same instrument.

13 62. Jurisdiction of the Court. Following entry of the Judgment, pursuant to Code of
14 Civil Procedure section 664.6, the Court shall retain jurisdiction of this Action solely for the
15 purpose of interpretation, implementation, and enforcement of the terms of this Stipulation and all
16 orders and judgments entered in connection therewith, and the Parties, Class Counsel, and Defense
17 Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
18 enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in
19 connection therewith.

20 63. Invalidity of Any Provision. Before declaring any term or provision of this
21 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions
22 valid to the fullest extent possible consistent with applicable precedents so as to define all
23 provisions of this Stipulation as valid and enforceable.

24 64. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
25 Class Members are so numerous, it is impossible or impractical to have each Class Member execute
26 the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the
27 Settlement, and the release of Released Claims and shall have the same force and effect as if this
28 Stipulation were executed by each Participating Class Member.

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Dated: 29/07/2025, 2025

Cedric Woodears
Cedric Woodears (Jul 29, 2025 12:29:22 PDT)
Plaintiff Cedric Woodears

Dated: _____, 2025

Defendant Argonaut Manufacturing Services, Inc.
By: _____
Its: _____

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Dated: _____, 2025

Plaintiff Cedric Woodears

Dated: August 8, 2025, 2025


Text _____
Defendant Argonaut Manufacturing Services, Inc.

By: Gayle Arnold

Its: CFO