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

ALEXANDER RUELAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

CENTRAL VALLEY GLASS & SCREEN, INC.,
a California corporation; and DOES 1 through
100, inclusive;

Defendants.

) Case No.: 24CV-05061

)
) Assigned For All Purposes to:
) Honorable Mark Bacciarini
) Department 8

) **JOINT STIPULATION AND
) SETTLEMENT AGREEMENT**

) Complaint Filed: September 19, 2024
) Trial Date: None Set
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1 **JOINT STIPULATION AND SETTLEMENT AGREEMENT**

2 This Joint Stipulation and Settlement Agreement (“Settlement Agreement,” “Settlement,” or
3 “Agreement”) is made and entered into by and between Plaintiff Alexander Ruelas (“Plaintiff” and
4 “Class Representative”), individually and on behalf of other members of the general public similarly
5 situated and/or other aggrieved employees, on the one hand, and Defendant Central Valley Glass &
6 Screen, Inc. (“Defendant”), on the other hand (collectively, known as the “Parties”).

7 Subject to approval of the Court pursuant to the Rules of Court, this Settlement Agreement shall
8 be binding on Plaintiff, Class Counsel, Class, aggrieved employees (including the State of California as
9 their representative), and Defendant, along with the other Released Parties, subject to the terms and
10 conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On August 17, 2023, William Bigeck filed a wage-and-hour class action lawsuit in the
13 Superior Court of California, County of Sacramento (Case No. 23CV007118), alleging violations of:
14 (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a)
15 (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor
16 Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final
17 wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code
18 sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section
19 17200, *et seq.*

20 2. After engaging in discovery, investigations, and negotiations, on September 13, 2024 the
21 Parties remotely attended mediation with the mediator Christopher Barnes. Following the mediation,
22 for purposes of settlement, the Parties agreed to dismiss William Bigeck’s individual claims against
23 Defendant with prejudice and his class allegations against Defendant without prejudice.

24 3. On April 26, 2024, Plaintiff provided written notice to the California Labor and
25 Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor
26 Code he contends were violated and the theories supporting his contentions.

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4. In line with the settlement, on September 19, 2024, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Merced (Case No. 24CV-05061), alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (h) Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004 (“PAGA”)); and (i) Business & Professions Code section 17200, *et seq.*

5. Defendant denies all of the material allegations set forth in this action and has asserted numerous affirmative defenses. Nonetheless, in the interest of avoiding further litigation, Defendant desires to settle all actual or potential claims fully and finally by Plaintiff, the Class, and aggrieved employees.

6. Plaintiff's counsel in the Action, Justice Law Corporation ("Class Counsel"), diligently investigated the Class's claims against Defendant, including all applicable defenses and applicable law. The investigation included, *inter alia*, exchanging information pursuant to formal and informal discovery, reviewing numerous corporate policies and practices, and reviewing time and wage records and data of numerous employees within the Class and aggrieved employees.

7. The settlement discussions during and after mediation were conducted at arm's-length and this Settlement Agreement is the result of an informed and detailed analysis of Defendant's total potential liability exposure in relation to the costs and risks associated with continued litigation.

8. Based on the data produced as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class and aggrieved employees considering all known facts and circumstances.

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9. This Agreement is made and entered by and between Plaintiff individually, and on behalf of all other members of the general public similarly situated and aggrieved employees, and Defendant, and is subject to the terms and conditions hereof and to the Court's approval. The Parties expressly acknowledge this Agreement is entered solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Agreement is not approved, it will be of no force or effect.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

10. “Action” means the lawsuit in the matter entitled *Ruelas v. Central Valley Glass & Screen, Inc.* (Case No. 24CV-05061) filed on September 19, 2024 in the Superior Court of California, County of Merced.

11. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of this Action, and all litigation costs and expenses incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs and expenses associated with mediation, documenting this Settlement, securing the Court's approval of this Settlement, obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will collectively request attorneys' fees not to exceed \$328,333.33 (1/3 of the Maximum Settlement Amount). Class Counsel will also request reimbursement of Class Counsel's litigation costs and expenses, not to exceed \$25,000. For any Attorneys' Fees and Costs approved by the Court, the Claims Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses as set forth above. Any portion of the Attorneys' Fees and Costs that are not awarded to Class Counsel will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

12. “Claimants” means all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement.

13. “Claim Form” means the document, in the form attached as **Exhibit B**, Class Members must complete and postmark or fax by the Response Deadline (as defined below) to receive a proportional share of the Net Settlement Amount in the form of an Individual Settlement Payment.

14. “Claims Administrator” means ILYM Group, Inc., a third-party class action settlement claims administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

15. "Claims Administration Costs" means the costs payable from the Maximum Settlement Amount to the Claims Administrator for administering this Settlement, including, but not limited to: (a) printing, translating, distributing, and tracking documents for this Settlement; (b) calculating settlement payments; (c) tax reporting; (d) distributing the appropriate settlement amounts to the appropriate persons and entities; (e) providing necessary reports and declarations; and (f) performing other duties and responsibilities set forth herein to process this Settlement and as requested by the Parties. The Claims Administration Costs are currently estimated not to exceed \$10,000. Any portion of the Claims Administration Costs that are not awarded to the Claims Administrator will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

16. “Class Counsel” means Justice Law Corporation, which will seek to be appointed counsel for the Class.

17. “Class Lists” mean a complete list of all Class Members within the Class that Defendant will good faith compile from its records and provide only to the Claims Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (a) full name; (b) most recent mailing address; (c) Social Security Number (if known); (d) dates of employment as an hourly-paid or non-exempt employee in California; and (e) other relevant information needed to calculate their settlement payments.

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1 18. “Class Member(s)” or “Class” means all current and former hourly-paid or non-exempt
2 employees employed by Defendant within the State of California at any time during the Class Period.
3 It is estimated there are 508 Class Members who worked a total of 31,533 workweeks from August 17,
4 2019 to September 13, 2024.

5 19. “Class Period” means the period from August 17, 2019, through November 13, 2024.

6 20. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff
7 in recognition of the efforts and work in prosecuting the Action on behalf of the Class Members. The
8 Parties agree Plaintiff will be paid up to \$10,000 from the Maximum Settlement Amount for his services
9 on behalf of the Class, subject to the Court granting final approval of this Settlement Agreement. Any
10 portion of the Class Representative Enhancement Payment not awarded to Plaintiff will be a part of the
11 Net Settlement Amount, for distribution in conformity with this Agreement.

12 21. “Court” means the Superior Court of California, County of Merced.

13 22. “Defendant” means Central Valley Glass & Screen, Inc.

14 23. “Defendant’s Counsel” means counsel for Defendant who are:

15 Collin D. Cook
16 David M. Shannon
17 **FISHER & PHILLIPS LLP**
18 One Montgomery Street, Suite 3400
19 San Francisco, California 94104
20 Telephone: (415) 490-9000
21 Facsimile: (415) 490-9001

22 24. “Effective Date” means the date on which the settlement embodied in this Settlement
23 Agreement shall become effective after all of the following events have occurred: (a) this Settlement
24 has been executed by all Parties and by their counsel; (b) Court has given preliminary approval to this
25 Settlement; (c) notice has been given to the Class Members, providing them with an opportunity to
26 object to the terms of this Settlement or to opt out by filing a Request for Exclusion as to the class
27 claims; and (d)(i) in the event the Court has held a Final Approval Hearing and, having heard no
28 objections to this Settlement, entered a final order and judgment certifying the Class and approving this
Settlement; or (ii) in the event that there are written objections filed prior to the Final Approval Hearing

that are not later withdrawn or denied, the later of the following events: (1) five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's final Order approving this Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (2) if any appeal, writ, or other appellate proceeding opposing the Court's final Order approving this Settlement has been filed, five (5) calendar days after any appeal, writ, or other appellate proceedings opposing this Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

25. "Individual Settlement Payment" means each Claimant's share of the Net Settlement Amount.

26. "Maximum Settlement Amount" means the maximum settlement amount of up to \$985,000 to be paid by Defendant in full satisfaction of all claims arising from the Action, which includes all Individual Settlement Payments, Attorneys' Fees and Costs, Class Representative Enhancement Payment, Claims Administration Costs, and PAGA Payment. The Maximum Settlement Amount has been agreed to by the Parties based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Maximum Settlement Amount aside from the Escalator Clause being triggered.

27. "Net Settlement Amount" means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Claims Administration Costs, PAGA Payment, and Attorneys' Fees and Costs. The Parties agree the amount distributed to the Claimants will equal at least fifty percent (50%) of the Net Settlement Amount. If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount. Any unclaimed amounts above fifty percent (50%) of the Net Settlement Amount will be the exclusive property of Defendant.

28. "Notice of Class Action Settlement" means the Court approved notice to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by

reference into this Settlement Agreement.

29. “Notice of Objection” or “Objection” means a Class Member’s valid and timely written objection to this Settlement Agreement. For the Notice of Objection to be valid, it must be timely and include: (a) objector’s full name, signature, address, and telephone number, (b) written statement of all grounds for the objection accompanied by any legal support for such objection, (c) clear reference to the title of this case and case number, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

30. “Notice Packet” means the Notice of Class Action Settlement and Claim Form.

31. “PAGA Aggrieved Employee” means all current and former hourly-paid or non-exempt employees employed by Defendant within the state of California at any time during the PAGA Period. It is estimated there are 208 PAGA Aggrieved Employees who worked a total of 4,448 pay periods from August 26, 2023 to September 13, 2024.

32. “PAGA Payment” means the amount of \$25,000, which the Parties have agreed to allocate for penalties pursuant to PAGA. The Parties have agreed the PAGA Payment will be paid out of the Maximum Settlement Amount. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Payment (\$18,750) will be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$6,250) will be distributed, pro rata, based on pay periods worked to all PAGA Aggrieved Employees.

33. “PAGA Period” means the period from April 26, 2023, through November 13, 2024.

34. “Parties” means Plaintiff and Defendant.

35. “Plaintiff” means Alexander Ruelas.

36. “Preliminary Approval” means the Court order granting preliminary approval of this Settlement Agreement.

37. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulations section 1.46B-1, 26 C.F.R. section 1.468B-1 *et seq.* that is established by the Claims Administrator for the benefit of Claimants, Plaintiff, and Class Counsel.

38. “Released Claims” as it pertains to the Class Members include, but are not limited to, all claims and causes of action that were alleged, or could have been alleged, in Plaintiff’s April 26, 2024

LWDA Letter and the operative complaint based on the facts alleged therein. These include, but are not limited to, (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for the failure to provide meal and/or rest periods in accordance with applicable law and failure to pay applicable premium wages; (d) all claims for failure to reimburse business expenses; and (e) any and all claims for recordkeeping or pay stub violations, waiting time penalties, and all other statutory penalties, including those recoverable under the Business & Professions Code section 17200 *et seq.* and any other provision of the Labor Code, including, but not limited to, Labor Code section 2698 *et seq.* (PAGA) or any applicable Industrial Welfare Commission Wage Orders, in all their iterations.

39. “Released Parties” means Defendant and its parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees), employees, and stockholders.

40. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the class portion of this Settlement. The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the class portion of the Settlement; (d) be returned by mail or fax to the Claims Administrator at the specified address and/or facsimile number; and (e) be postmarked or faxed on or before the Response Deadline. The date of the postmark or fax on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

41. A Class Member who does not timely request exclusion from this Settlement (“Settlement Class Members”) will be bound by all terms of this Settlement if it is granted final approval.

42. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Claims Administrator valid Claim Forms, Requests for Exclusion, Notices of Objection, or written

disputes regarding this Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Claims Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding this Settlement will be extended by fourteen (14) calendar days for any Class Member who is re-mailed a Notice Packet by the Claims Administrator, unless the fourteenth (14th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Under no circumstances will the Claims Administrator have the authority to extend the deadline for Class Members to submit a Claim Form, Request for Exclusion, Notice of Objection, or written disputes regarding this Settlement.

43. "Workweeks" means the number of weeks of employment that a Class Member worked for Defendant as an hourly-paid or non-exempt employee in California at any time during the Class Period. The Claims Administrator will calculate the number of Workweeks by calculating the number of days each Class Member was employed during the Class Period, dividing by seven (7), and rounding up or down to the nearest whole number, as appropriate (for example, 7.50 would round to 8; 7.49 would round to 7). Each Claimant shall be entitled to payment for at least one (1) Workweek.

44. "Workweek Value" means the value of each compensable Workweek, as determined by the formula set forth herein.

CLASS CERTIFICATION

45. Solely for purposes of settling the Action, and not for purposes of class certification should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class have been met and are met. For purposes of settling the Action only, the Parties stipulate and agree that:

45(a) The Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

45(b) There are common questions of law and fact including, but not limited to:

- i) Whether Defendant properly compensated Class Members;
- ii) Whether Defendant failed to provide meal and rest breaks;
- iii) Whether Defendant failed to pay penalties for missed meal and/or rest breaks;
- iv) Whether Defendant failed to provide Class Members compliant wage statements;
- v) Whether Defendant failed to timely pay Class Members their final wages;
- vi) Whether Defendant engaged in unfair business practices affecting the Class; and
- vii) Whether Plaintiff and the Class he purports to represent are entitled to injunctive and/or declaratory relief.

46. If this Settlement is not be approved or is terminated, it shall be null and void and shall not be admissible for any purpose.

47. Plaintiff believes his claims are typical of the claims of the Class Members. If this Settlement is not be approved or be terminated, it shall be null and void and shall not be admissible for any purpose.

48. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class. If this Settlement is not be approved or be terminated, it shall be null and void and shall not be admissible for any purpose.

49. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct. If this Settlement is not be approved or be terminated, it shall be null and void and shall not be admissible for any purpose.

50. Plaintiff believes that questions of law and fact common to the Class Members predominate over any questions affecting any individual Class Member, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

1 **TERMS OF AGREEMENT**

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

4 51. Funding of the Maximum Settlement Amount. Within fourteen (14) calendar days of the
5 Effective Date, the Claims Administrator will provide the Parties with an accounting of the amounts to
6 be paid by Defendant pursuant to this Settlement. Within thirty (30) calendar days of the Effective Date,
7 Defendant will deposit all Court-approved payments from the Maximum Settlement Amount into the
8 QSF account.

9 52. Payment Schedule for All Settlement Payments. Within seven (7) calendar days of
10 Defendant funding the Maximum Settlement Amount, the Claims Administrator will calculate all
11 payments due under this Settlement. Within fourteen (14) calendar days of Defendant funding the
12 Maximum Settlement Amount, all payments due under this Settlement will be sent out to the appropriate
13 persons and entities. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail
14 to the Claimant's last known mailing address.

15 53. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
16 motion by Class Counsel for Attorneys' Fees and Costs of not more than \$328,333.33 (1/3 of the
17 Maximum Settlement Amount) plus the reimbursement of costs and expenses associated with Class
18 Counsel's litigation and settlement of the Action not to exceed \$25,000, both of which will be paid from
19 the Maximum Settlement Amount. Any Attorneys' Fees and Costs awarded by the Court shall not
20 constitute payment to any Class Member(s). To the extent that the Court approves less than the amount
21 of attorney's fees and/or costs that Class Counsel requests, the difference will be reallocated to the Net
22 Settlement Amount. Except for the Attorneys' Fees and Costs set forth in this Agreement, the Parties
23 agree to bear their own attorneys' fees and costs related to this Action. In consideration of their awarded
24 Attorneys' Fees and Costs, Class Counsel waives all claims to any further attorneys' fees and expenses
25 in connection with this Agreement.

26 54. Class Representative Enhancement Payment. In recognition of Plaintiff's effort and work
27 in prosecuting the Action on behalf of Class Members, and in exchange for a full release of all known
28

1 and unknown claims, Defendant agrees not to oppose or impede any application or motion for Class
2 Representative Enhancement Payment of up to \$10,000 to Plaintiff. The Class Representative
3 Enhancement Payment will be paid from the Maximum Settlement Amount and shall not constitute
4 payment to any Claimant(s). To the extent that the Court approves less than the amount of the Class
5 Representative Enhancement Payment that Class Counsel requests, the difference will be reallocated to
6 the Net Settlement Amount. The Settlement Administrator will not withhold any taxes from the Class
7 Representative Enhancement Payment. The Claims Administrator will issue an IRS Form 1099 for the
8 Class Representative Enhancement Payment to Plaintiff, and Plaintiff shall be solely and legally
9 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on
10 the amounts received.

11 54(a) General Release by the Class Representative. As a condition of this
12 Settlement, Plaintiff shall separately release the Released Parties from all claims, transactions, or
13 occurrences that occurred during the Class Period, including, but not limited to: (i) all claims that were,
14 or could have been, alleged based on the facts contained in the operative complaint; and (ii) all PAGA
15 claims that were, or could have been, alleged based on facts contained in the written notice to the
16 LWDA. This general release does not extend to any claims or actions to enforce this Settlement, or to
17 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
18 workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period.
19 Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or
20 law Plaintiff now knows or believes to be true but agrees that this general release shall be and remain
21 effective in all respects, notwithstanding such different or additional facts or the discovery of them.

22 55. Claims Administration Costs. The Claims Administrator will be paid for the reasonable
23 costs of administration of the Settlement and distribution of payments from the Maximum Settlement
24 Amount, which is currently estimated not to exceed \$10,000. These costs, which will be paid from the
25 Maximum Settlement Amount, will include, *inter alia*: (a) translating, printing, distributing, and
26 tracking documents for this Settlement; (b) calculating settlement payments; (b) tax reporting; (c)
27 distributing the appropriate settlement amounts to the appropriate persons and entities; (d) providing

necessary reports and declarations; and (e) performing other duties and responsibilities set forth herein to process this Settlement and as requested by the Parties. Any portion of the Claims Administration Costs not awarded to the Claims Administrator will be reallocated to the Net Settlement Amount.

55(a) Acknowledgement of Potential Administration Cost Increase. The Parties acknowledge that Claims Administration Costs may increase above the current estimate and that any such additional Claims Administration Costs will be taken out of the Maximum Settlement Amount. Any portion of the estimated or designated Claims Administration Costs that are not required to fulfill the total Claims Administration Costs will flow through to the Net Settlement Amount.

56. PAGA Payment. Subject to Court approval, the Parties agree that the amount of \$25,000 from the Maximum Settlement Amount will be designated for satisfaction of the PAGA Aggrieved Employees' PAGA claims. Seventy-five percent (75%) of the PAGA Payment (\$18,750) will be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$6,250) will be distributed to the PAGA Aggrieved Employees, pro rata, based on the number of pay periods a PAGA aggrieved employee worked during the PAGA Period.

56(a) The Claims Administrator will calculate the total number of pay periods worked by each individual PAGA Aggrieved Employee to determine the total number of pay periods worked by all PAGA Aggrieved Employees ("Total PAGA Pay Periods") during the PAGA Period. Defendant shall provide the Claims Administrator such information as is necessary to calculate the individual PAGA Aggrieved Employee's Pay Periods and Total PAGA Pay Periods.

56(b) To determine each PAGA Aggrieved Employee's estimated portion of the PAGA Payment, the Claims Administrator will use the following formula: estimated individual PAGA Payment = $(6,250 \div \text{Total PAGA Pay Periods}) \times \text{individual Pay Periods}$ for each individual PAGA Aggrieved Employee.

56(c) The portion of the PAGA Payment paid to PAGA aggrieved employees shall be designated as one hundred percent (100%) penalties, for which IRS Form 1099s will be issued.

57. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Claimants in accordance with the terms of this Agreement. If the total Individual

Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount. Any unclaimed amounts above fifty percent (50%) of the Net Settlement Amount will be the exclusive property of Defendant.

58. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period.

58(a) The Claims Administrator will calculate the total number of Workweeks worked by each individual Class Member ("Individual Workweeks") to determine the total number of Workweeks worked by all Class Members ("Class Workweeks") during the Class Period. Defendant shall provide the Claims Administrator such information to calculate the Individual Workweeks and Class Workweeks.

58(b) To determine each Class Member's estimated Individual Settlement Payment, the Claims Administrator will use the following formula: estimated Individual Settlement Payment = (Net Settlement Amount ÷ Class Workweeks) x Individual Workweeks for each individual Class Member.

58(c) If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.

58(d) The Individual Settlement Payment will be reduced by any required deductions for each Claimant as set forth herein, including employee-side tax and withholdings with respect to wage portion of Individual Settlement Payments.

59. Individual Settlement Payments Do Not Trigger Additional Benefits. All Individual Settlement Payments to Class Members shall be deemed to be paid to such Class Members solely in the year in which such payments are received by the Class Members. It is expressly understood and agreed that the receipt of such Individual Settlement Payments will not entitle any Class Member to additional

1 compensation or benefits under any company bonus, contest, other compensation, benefit plan, or
2 agreement in place during the period covered by this Settlement, nor will it entitle any Class Member
3 to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. The
4 Individual Settlement Payments provided for in this Settlement are the sole payments to be made by
5 Defendant to the Class Members, and the Class Members are not entitled to any new or additional
6 compensation or benefits because of having received the Individual Settlement Payments.

7 60. Claims Administration Process. The Parties agree to cooperate in the administration of
8 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
9 incurred in administration of the Settlement.

10 61. Delivery of the Class List(s). Within fourteen (14) calendar days of Preliminary
11 Approval, Defendant will provide the Class List(s) to the Claims Administrator.

12 62. Notice by First-Class U.S. Mail. Prior to mailing, the Claims Administrator will perform
13 a National Change of Address Database (“NCOA”) check, such as provided by Experian or any other
14 similar services available, for information to update and correct for any known or identifiable address
15 changes. Within fourteen (14) calendar days of receiving the Class List(s), the Claims Administrator
16 will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current,
17 known mailing addresses available.

18 63. Returned Notice Packets. Any Notice Packets returned to the Claims Administrator as
19 non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.
20 Mail to the forwarding address affixed thereto, and the Claims Administrator will indicate the date of
21 such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims Administrator
22 will promptly attempt to determine the correct address using a skip-trace and will then perform a single
23 re-mailing within five (5) calendar days after return of the Notice Packet. Those Class Members who
24 receive a re-mailed Notice Packet, whether by skip-trace or by request, have an additional fourteen (14)
25 calendar days to postmark or fax a Claim Form, Request for Exclusion, Notice of Objection, or written
26 dispute regarding the Settlement.

27 64. Notice Packets. Each Notice Packet will provide: (a) information regarding the nature of

1 this Action; (b) summary of this Settlement's principal terms; (c) Class definition; (d) total number of
2 Workweeks each Class Member worked for Defendant during the Class Period; (e) each Class
3 Member's estimated Individual Settlement Payment and formula for calculating their Individual
4 Settlement Payments; (f) instructions on how to submit valid Claim Forms, Requests for Exclusion,
5 Notices of Objection, or written disputes regarding Workweeks; (g) requirements relating to, and
6 deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of
7 Objection, and written disputes regarding Workweeks; (h) claims to be released, as set forth herein; and
8 (i) date and time of the Final Approval Hearing.

9 65. Claim Form Procedures. To receive Individual Settlement Payments, all Class Members
10 will be required to submit a timely and valid Claim Form within the Response Deadline. All Claim
11 Forms must be signed and returned to the Claims Administrator via first class mail or fax and
12 postmarked or faxed by the Response Deadline. The date of the postmark or fax on the return mailing
13 envelope will be the exclusive means to determine whether a Claim Form has been timely submitted.
14 The Claims Administrator will compile a list of Claim Forms rejected for: (a) failure to cure an unsigned
15 Claim Form; or (b) late submission of the Claim Form. As to the Class Members on that rejected claim
16 list, any Class Member who requests, in a signed letter, to receive payment in this Settlement will be
17 treated like a Claimant if that written request is received by the Effective Date.

18 66. Disputed Information on Notice Packets. Class Members may dispute the information
19 provided in their Notice Packets and must do so in writing via first class mail or fax, and the dispute
20 must be postmarked or faxed within the Response Deadline. To the extent Class Members dispute the
21 number of Workweeks to which they have been credited or the amount of their Individual Settlement
22 Payment, Class Members must produce evidence to the Claims Administrator showing that such
23 information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be
24 presumed determinative. If a Class Member produces evidence to the contrary, the Parties will evaluate
25 the evidence submitted by the Class Member and will make the final decision as to the number of eligible
26 Workweeks that should be applied and/or Individual Settlement Payment to which the Class Member
27 may be entitled. If the Parties cannot resolve the dispute, the Claims Administrator will be the final

arbiter of the Workweeks for each Class Member during the Class Period.

67. Request for Exclusion Procedures. Any Class Member wishing to opt out from this Settlement must sign and postmark or fax a written Request for Exclusion to the Claims Administrator within the Response Deadline. The date of the postmark or fax on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

67(a) PAGA Aggrieved Employees cannot exclude themselves from the PAGA portion of the settlement.

68. Objection Procedures. To object to this Settlement, a Class Member must file a valid Notice of Objection with the Court and serve copies of the Notice of Objection to the Parties within the Response Deadline. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement. The postmark date of the filing and service will be deemed the exclusive means for determining that the Notice of Objection is timely. Class Members who fail to object in the specific and technical manner specified above will be deemed to have waived all objections to this Settlement and will be foreclosed from making any objections and seeking any adjudication or review, whether by appeal or otherwise, to this Settlement.

68(a) At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to this Settlement or appeal from the Order and Judgment. Class Counsel, Defendant's Counsel, and Defendant may respond to inquiries from Class Members with truthful information. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

69. Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Claim Form or Request for Exclusion valid. The Class Member will have ten (10) calendar days from the date of the cure letter to postmark or fax a revised Claim Form or Request for Exclusion. If a Class Member responds to a cure

letter by filing a defective claim, then the Claims Administrator will have no further obligation to give notice of a need to cure. If the revised Claim Form or Request for Exclusion is not postmarked or faxed within that period, it will be deemed untimely.

70. Settlement Terms Bind All Class Members Who Do Not Opt Out. Settlement Class Members will be bound by all its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval of the Settlement.

71. Reminders. Not earlier than twenty (20) calendar days or later than thirty (30) calendar days after the initial mailing, the Claims Administrator will send a Reminder Postcard to all Class Members who have not returned a Claim Form or Request for Exclusion. All Reminder Postcards will include the Response Deadline and contact information for Class Counsel and Claims Administrator.

72. Certification Reports Regarding Individual Settlement Payment Calculations. The Claims Administrator will provide the Parties' counsel a weekly report which certifies: (a) number of Class Members who have submitted Claim Forms; (b) number of Claimants; (c) number of Class Members who have submitted valid Requests for Exclusion; (d) then current amount and percentage of the Net Settlement Amount claimed by Claimants; and (e) whether any Class Member has submitted a challenge to any information contained in their Claim Form or Notice Packet.

73. Unclaimed Funds from the Net Settlement Amount. After all Individual Settlement Payments have been made, any remaining or unclaimed funds from the Net Settlement Amount above fifty percent (50%) shall remain the property of the Defendant.

74. Payroll Taxes. Any and all applicable employer-side payroll taxes relating to the portion of the Individual Settlement Payments paid as wages shall be paid separate from and in addition to the Maximum Settlement Amount.

75. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Claimants will be negotiable for at least one hundred twenty (120) calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one hundred twenty (120) calendar days after their issuance will be transmitted to California Controller's Unclaimed Property Fund in the name of the Claimant.

76. Certification of Completion. Within five (5) calendar days after the Response Deadline, the Claims Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. The declaration will include any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid and timely exclusions and objections that the Claims Administrator received.

77. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or rescinded, for any reason, any costs incurred by the Claims Administrator will be paid equally by the Parties (half by Defendant and half by Class Counsel), unless otherwise specified in this Agreement.

78. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated fifteen percent (15%) as wages and eighty-five percent (85%) as interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by IRS Form W-2. The amounts paid as interest and penalties shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Form 1099.

79. Administration of Taxes by the Claims Administrator. The Claims Administrator will be responsible for issuing to Plaintiff, Claimants, and Class Counsel any IRS Form W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Claims Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

80. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Claimants are not relying on any statement, representation, or calculation by Defendant or by the Claims Administrator in this regard. Plaintiff and Claimants understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

1 81. No Assignments. The Parties and their counsel represent, covenant, and warrant that they
2 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
4 right herein released and discharged. None of the rights, commitments, or obligations recognized under
5 this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defendant's Counsel
6 without the express written consent of each other Party and their counsel. The representations,
7 warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties
8 under this Agreement and shall not be construed to confer any right or to avail any remedy to any other
9 person.

10 82. Release of Claims by Class Members. Upon the Effective Date and Defendant funding
11 the Maximum Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have
12 fully, finally, and forever released, settled, compromised, relinquished, and discharged all Released
13 Claims with respect to the Released Parties.

14 83. Waiver of Civil Code Section 1542. Upon the Effective Date and Defendant funding the
15 Maximum Settlement Amount, pursuant to the terms of the Settlement, Plaintiff expressly waives and
16 relinquishes any rights or benefits available under the provisions of section 1542 of the Civil Code,
17 which provides as follows:

18 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
19 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
20 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
21 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
22 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
23 **DEBTOR OR RELEASED PARTY.**

24 84. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
25 Agreement to the Court in support of the Motion for Preliminary Approval and determination by the
26 Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Agreement, the
27 Parties shall apply to the Court for the entry of an order scheduling a Final Approval Hearing on the
28 question of whether the proposed settlement, including payment of Attorneys' Fees and Costs and Class
Representative Enhancement Payment, should be finally approved as a fair, reasonable, and adequate

1 settlement. As part of the Motion for Preliminary Approval, Plaintiff shall also apply to the Court for
2 the entry of an order as follows:

3 84(a) Certifying the Class for the purpose of settlement;

4 84(b) Approving as to form and content the proposed Notice Packet;

5 84(c) Approving the manner and method for Class Members to request exclusion
6 from this Settlement as contained herein and within the Notice of Class Action Settlement;

7 84(d) Directing the mailing of the Notice Packet and Reminder Postcards to the
8 Class Members in accordance with this Settlement;

9 84(e) Preliminarily approving this Settlement subject only to the objections of Class
10 Members and final review by the Court; and

11 84(f) Enjoining Plaintiff and any Class Member from filing or prosecuting any
12 claims, suits, or administrative proceedings (including filing claims with the California Division of
13 Labor Standards Enforcement and the LWDA) regarding the Released Claims unless and until such
14 Class Members have filed valid Requests for Exclusion with the Claims Administrator.

15 85. Duties of the Parties Following Final Court Approval. Following final approval by the
16 Court of the Settlement provided for in this Agreement, Class Counsel will submit a proposed final
17 order of approval and judgment as follows:

18 85(a) Approving this Agreement, adjudging the terms thereof to be fair, reasonable,
19 and adequate, and directing consummation of its terms and provisions;

20 85(b) Approving Class Counsel's application for an award of Attorneys' Fees and
21 Costs;

22 85(c) Approving the Class Representative Enhancement Payment to Plaintiff;

23 85(d) Setting a date when the Parties shall report to the Court the total amount that
24 was actually paid to the Class Members; and

25 85(e) Entering judgment in this Action consistent with this Agreement.

26 86. Nullification of Settlement Agreement. If: (a) the Court does not finally approve the
27 Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then

1 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
2 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will be treated
3 as void from the beginning.

4 87. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
5 the Preliminary Approval of this Settlement, and the entry of a Preliminary Approval Order for: (a)
6 conditional certification of the Class for settlement purposes only; (b) Preliminary Approval of the
7 proposed Settlement; and (c) setting a date for Final Approval Hearing. The Preliminary Approval Order
8 will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction
9 with the Preliminary Approval hearing, Plaintiff will submit this Settlement, which sets forth the terms
10 of this Settlement, and will include the Notice Packet. Class Counsel will be responsible for drafting all
11 documents necessary to obtain preliminary approval. Defendant agrees not to oppose the Motion for
12 Preliminary Approval.

13 88. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
14 Response Deadline and with the Court's permission, a Final Approval Hearing will be conducted to
15 determine the final approval of this Settlement Agreement along with the amounts properly payable for:
16 (a) Individual Settlement Payments; (b) Attorneys' Fees and Costs; (c) Class Representative
17 Enhancement Payment; and (d) Claims Administration Costs as well as confirming the total amount to
18 be allocated towards the PAGA Payment. Class Counsel will be responsible for drafting all documents
19 necessary to obtain final approval. Class Counsel will also be responsible for drafting the Attorneys'
20 Fees and Costs application to be heard at the Final Approval Hearing and shall submit to the Court a
21 Proposed Final Approval Order. Defendant agrees not to oppose the Motion for Final Approval and
22 Attorneys' Fees and Costs.

23 89. Party's Option to Terminate the Settlement. Subject to the obligation(s) of mutual full
24 cooperation, either Party may terminate this Settlement if the Court declines to enter the Preliminary
25 Approval Order, Final Approval Order, or final judgment in substantially the form submitted by the
26 Parties or this Settlement Agreement as agreed does not become final because of appellate court action.
27 The terminating Party shall give to the other Party (through its counsel) written notice of its decision to
28

1 terminate no later than ten (10) calendar days after receiving notice that one of the enumerated events
2 has occurred. Termination shall have the following effects:

3 89(a) The Settlement Agreement shall be terminated and shall have no force or
4 effect, and no Party shall be bound by any of its terms;

5 89(b) If the Settlement is terminated, Defendant shall have no obligation to make
6 any payments to any Party, Class Member, or attorney, except that the Terminating Party shall pay the
7 Claims Administrator for services rendered up to the date the Claims Administrator is notified the
8 Settlement has been terminated;

9 89(c) The Preliminary Approval Order, Final Approval Order, and Judgment,
10 including any order of class certification, shall be vacated;

11 89(d) The Settlement Agreement and all negotiations, privileged statements and
12 proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom
13 shall be restored to their respective positions in the Action prior to this Settlement Agreement; and

14 89(e) Neither this Settlement Agreement, nor any ancillary documents, actions,
15 statements, or filings in furtherance of this Settlement Agreement (including all matters associated with
16 the mediation) shall be admissible or offered into evidence in the Action or any other action for any
17 purpose whatsoever.

18 90. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
19 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
20 Any exhibits to this Agreement are an integral part of this Settlement Agreement.

21 91. Confidentiality. The Parties and their counsel agree that they will not issue any press
22 releases, initiate any contact with the press, respond to any press inquiry, or have any communication
23 with the press about the fact, amount, or terms of this Settlement. The Parties and their counsel agree
24 that they will not engage in any advertising or distribute any marketing materials relating to this
25 Settlement of this case. Any communication about this Settlement to Class Members prior to preliminary
26 approval being granted will be limited to a statement that a settlement has been reached and the details
27 will be communicated in the Notice of Class Action Settlement. Nothing set forth herein, shall prohibit:

(a) Defendant from providing truthful disclosure about this Settlement, including its amount, in its periodic filings on Form 10-Q or Form 10-K with the United States Securities and Exchange Commission; or (b) the Parties from providing this Settlement to the Court in connection with the Parties' efforts to seek the Court's approval of this Settlement. If contacted by the media regarding this Settlement, Class Counsel will direct any media inquiries to the public records of the Action on file with the Court. Finally, neither Plaintiff nor Class Counsel will disparage Defendant or the Settlement.

92. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

93. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties and their counsel or their successors-in-interest.

94. Authorization to Enter this Settlement Agreement. The Parties' counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach an agreement on the form or content of any document needed to implement this Settlement Agreement, the Parties may seek the assistance of the Court.

95. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

96. California Law Governs. All terms of this Settlement Agreement and exhibits hereto will be governed by, construed, and interpreted according to the laws of the State of California, irrespective of the State of California's choice of law principles.

97. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be

1 deemed to be one and the same instrument.

2 98. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid,
3 the Court will first attempt to fully construe the provision as valid possible consistent with applicable
4 precedents so as to define all provisions of this Settlement valid and enforceable.

5 99. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
6 Settlement Agreement and is bound by the terms herein. For good and valuable consideration, Plaintiff
7 further agrees he will not request to be excluded from or object to this Settlement Agreement. Any such
8 Request for Exclusion or Notice of Objection by Plaintiff will be void and of no force or effect.

9 100. Non-Admission of Liability. This Agreement represents a compromise and settlement of
10 highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission
11 by Defendant that any of the allegations in the LWDA letter or the operative complaint have merit or
12 that Defendant has any liability for any claims asserted. Nothing in this Agreement should be intended
13 or construed as an admission by Plaintiff that Defendant's defenses in this Action have merit. This
14 Agreement and the Parties' willingness to settle will have no bearing on, and will not be admissible in
15 connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).

16 101. Captions. The captions and section numbers in this Agreement are inserted for the
17 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
18 provisions of this Agreement.

19 102. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
20 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
21 further waiver by such party of the same or any other condition, covenant, right or remedy.

22 103. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or their
23 counsel regarding the implementation or interpretation of this Agreement, a representative of Class
24 Counsel and representative of Defendant's Counsel shall meet and confer to resolve such disputes prior
25 to submitting such disputes to the Court.

26 104. Enforcement Actions. If one or more of the Parties institutes any legal action or other
27 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare

rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. To the extent consistent with class action procedure, this Settlement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. The Court shall fully retain continuing jurisdiction over this Action and over all Parties and Class Members to enforce and effectuate the terms and intent of this Agreement.

105. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. This Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.

106. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Plaintiff and Class Counsel warrant and represent that there are no liens on this Agreement.

107. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

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

Class Counsel:

Douglas Han
Shunt Tatavos-Garajeh
Shelby Minor
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103

1 Defendant's Counsel:

2 Collin D. Cook
3 David M. Shannon
4 **FISHER & PHILLIPS LLP**
5 One Montgomery Street, Suite 3400
6 San Francisco, California 94104
7 Telephone: (415) 490-9000
8 Facsimile: (415) 490-9001

9 109. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
10 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
11 Settlement Agreement.

12 110. Integration Clause. This Settlement contains the entire agreement between the Parties
13 and all prior or contemporaneous agreements, understandings, representations, and statements, whether
14 oral or written and whether by a party or such party's legal counsel, are merged herein. No rights
15 hereunder may be waived except in writing.

16 111. Binding Agreement. The Parties warrant that they understand and have full authority to
17 enter into this Agreement. The Parties intend that this Agreement will be fully enforceable and binding
18 on all Parties. Finally, the Parties agree that this Agreement will be admissible and subject to disclosure
19 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
20 otherwise might apply under federal or state law.

21 112. Escalator Clause. If it is determined that the number of workweeks from August 17, 2019
22 to September 13, 2024 exceeds ten percent (10%) or more of 31,533 (*i.e.*, more than 34,686
23 Workweeks), then at Defendant's option, either the: (a) Maximum Settlement Amount shall increase
24 proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 11%,
25 the Maximum Settlement Amount will increase by 1%); or (b) Class Period shall end one (1) week prior
26 to the Workweeks reaching 34,686.

27 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement
28 Agreement between the Parties as of the date(s) set forth below:

Alexander Ruelas



Dated: 10/14/2024

By: _____

Justice Law Corporation [Approving as to Form Only]

Dated: 10/16/2024

By: _____

Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

Shelby, Esq.

Attorneys for Plaintiff

Central Valley Glass & Screen, Inc.

Dated: 10-28-24

By: _____

On behalf of Central Valley Glass & Screen, Inc.

Fisher & Phillips LLP [Approving as to Form Only]

Dated: 10-28-24

By: _____

Collin D. Cook, Esq.

David M. Shannon, Esq.

Attorneys for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Alexander Ruelas v. Central Valley Glass & Screen, Inc.

Superior Court of California, County of Merced (Case No. 24CV-05061)

(Complaint Filed September 19, 2024)

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former hourly-paid or non-exempt employees employed by Defendant Central Valley Glass & Screen, Inc. ("Defendant") within the State of California at any time during the period from August 17, 2019, through November 13, 2024 ("Class," "Class Members," and "Class Period").

You are receiving this Notice of Class Action Settlement because you have been identified as a person who worked or currently works as an hourly-paid or non-exempt employee of Defendant within the State of California at any time during the Class Period.

On [REDACTED], the Honorable Mark Bacciarini of the Superior Court of California, County of Merced, granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. The Court has authorized this notice. You have received this notice because Defendant's records indicate that you are a Class Member and are entitled to a payment from the settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT.
PLEASE READ THIS NOTICE AS IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

The amount of your estimated payment is listed on the enclosed Claim Form.

To participate in the settlement and to receive your payment, you must mail or fax a Claim Form to the Claims Administrator by no later than [REDACTED]. If you fail to postmark or fax a Claim Form by this time, you will not receive a payment from the settlement, but you will be bound by its terms. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on [REDACTED] in Courtroom 8 of the Superior Court of California, County of Merced, located at 627 West 21st Street Merced, California 95340. You are not required to attend the Final Approval Hearing, but you are welcome to do so.

Summary of the Litigation

On August 17, 2023, William Bigeck, a former employee of Defendant, filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Sacramento (Case No. 23CV007118), alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code section 17200.

After engaging in discovery, investigations, and negotiations, on September 13, 2024 the Parties remotely attended mediation with the mediator Christopher Barnes. Following the mediation, the Parties agreed to dismiss William Bigeck's individual claims against Defendant with prejudice and his class allegations against Defendant without prejudice.

On April 26, 2024, Plaintiff Alexander Ruelas ("Plaintiff") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

In line with the settlement, on September 19, 2024, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Merced (Case No. 24CV-05061) alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (8) Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004 (“PAGA”)); and (9) Business & Professions Code section 17200.

Counsel for Plaintiff and the attorneys appointed by the Court to represent the Class, Justice Law Corporation (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risks and expenses of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendant denies the factual and legal allegations in Plaintiff’s case and believes that the claims have no merit. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merits of any claims.

Summary of Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class and PAGA claims in exchange for the Maximum Settlement Amount of up to \$985,000. This amount is inclusive of:

- 1) Attorneys’ fees of up to \$328,333.33 (1/3 of the Maximum Settlement Amount) and attorneys’ cost of up to \$25,000 to Class Counsel;
- 2) Class Representative Enhancement Payment of up to \$10,000 to Plaintiff;
- 3) Claims Administration Costs of up to \$10,000;
- 4) PAGA Payment (civil penalties) of up to \$25,000, seventy-five percent (75%) of which (\$18,750) will be paid to the LWDA and twenty-five percent (25%) of which (\$6,250) will be distributed to PAGA Aggrieved Employees (as defined below); and
- 5) Individual Settlement Payments to all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement (“Claimants”).

After the Judgment is final and Defendant has fully funded the Maximum Settlement Amount and separately paid all employer payroll taxes, all Class Members who do not opt out of the Settlement will be bound by a release of all claims that were alleged or could have been alleged based on the factual allegations made in the operative complaint which arose during the Class Period. Aggrieved Employees will be barred from seeking civil penalties as a proxy of the State of California and will release their individual civil penalties under PAGA arising during the PAGA Period (defined below) that were alleged in Plaintiff’s PAGA Notice dated April 26, 2024 to the LWDA. “Released Parties” includes Defendant Central Valley Glass & Screen, Inc., and its parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees), employees, and stockholders.

Questions? Contact the Claims Administrator toll free at

The claims released by the Class Members include, but are not limited to, all claims and causes of action that were alleged, or could have been alleged, in the operative complaint based on the facts alleged therein. These include (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for the failure to provide meal and/or rest periods in accordance with applicable law and failure to pay applicable premium wages; (4) all claims for failure to reimburse business expenses; and (5) any and all claims for recordkeeping or pay stub violations, waiting time penalties, and all other statutory penalties, including those recoverable under the Business & Professions Code section 17200 and any other provision of the Labor Code, including, but not limited to, Labor Code section 2698 (Private Attorneys General Act of 2004) or any applicable Industrial Welfare Commission Wage Orders, in all their iterations.

Calculation of Individual Settlement Payments

The Net Settlement Amount is the portion of the Maximum Settlement Amount remaining after the deduction of the approved Attorneys' Fees and Costs, Class Representative Enhancement Payment, Claims Administration Costs, and PAGA Payment. The Claims Administrator will make settlement payments to each Claimant from the Net Settlement Amount. All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of Workweeks each Class Member worked during the relevant Class Period. "Workweeks" mean the number of weeks of employment that a Class Member worked for Defendant as an hourly-paid or non-exempt employee in California at any time during the Class Period.

The Claims Administrator will calculate the total number of Workweeks worked by each individual Class Member ("Individual Workweeks") to determine the total number of Workweeks worked by all Class Members ("Class Workweeks") during the Class Period. To determine each Class Member's estimated Individual Settlement Payment, the Claims Administrator will use the following formula: $\text{estimated Individual Settlement Payment} = (\text{Net Settlement Amount} \div \text{Class Workweeks}) \times \text{Individual Workweeks}$ for each individual Class Member.

If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.

The Claims Administrator will issue IRS Forms W-2 and 1099 to Claimants and will be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities. Claimants should consult their tax advisors concerning the tax consequences of the payments they receive. All Individual Settlement Payments will be allocated fifteen percent (15%) will be allocated as wages and eighty-five percent (85%) will be allocated as interest and penalties.

PAGA Aggrieved Employees and PAGA Payment

You are considered a "PAGA Aggrieved Employee" who is eligible to share the PAGA Payment under the settlement if you are a current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during period from April 26, 2023, through November 13, 2024 ("PAGA Aggrieved Employees" and "PAGA Period").

Under the terms of the Settlement, \$25,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (\$18,750) will be paid to the LWDA. The PAGA Aggrieved Employees will share the remaining twenty-five percent (25%) of the PAGA Payment (\$6,250) based on the number of pay periods they worked during the PAGA Period.

The Claims Administrator will calculate the total number of pay periods worked by each individual PAGA Aggrieved Employee to determine the total number of pay periods worked by all PAGA Aggrieved Employees (“Total PAGA Pay Periods”) during the PAGA Period. To determine each PAGA Aggrieved Employee’s estimated portion of the PAGA Payment, the Claims Administrator will use the following formula: estimated individual PAGA Payment = $(\$6,250 \div \text{Total PAGA Pay Periods}) \times \text{individual Pay Periods}$ for each individual PAGA Aggrieved Employee. The portion of the PAGA Payment paid to PAGA Aggrieved Employees shall be designated as one hundred percent (100%) penalties, for which an IRS Form 1099 will be issued.

Based on your total number of Workweeks within the PAGA Period, your portion of the PAGA Payment is \$ [REDACTED]. You are responsible for paying any federal, state, or local taxes owed because of this PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court grants final approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above.

If you were not a current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the PAGA Period, you are not a PAGA Aggrieved Employee, and this Section does not apply to you.

Your Options Under the Settlement

Defendant will not retaliate against you for either participating or not participating in this Settlement.

Option 1 – Submit a Claim Form to Be Eligible for Payment

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail or fax it to the Claims Administrator postmarked or faxed no later than [REDACTED].

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written Request for Exclusion must: (1) be signed by you; (2) set forth your name, address, telephone number, and last four digits of your Social Security Number; (3) clearly state the name of this case, the case number, and that you do not wish to be included in the Settlement; (4) be returned by mail or fax to the Claims Administrator at the specified address and/or facsimile number; and (5) be postmarked on or before the Response Deadline. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail, or equivalent, to the address below.

[CONTACT INFORMATION]

The written request to be excluded must be postmarked or faxed no later than [REDACTED]. If you submit a Request for Exclusion that is not postmarked or faxed by this date, your Request for Exclusion will be rejected, and you will remain a member of the Class.

Questions? Contact the Claims Administrator toll free at [REDACTED]

Option 3 – File an Objection with the Court

If you wish to object to the settlement, you may file with the Court an objection stating why you object to the settlement and serve copies to the Parties. For the Notice of Objection to be valid, it must include: (1) your full name, signature, address, and telephone number; (2) written statement of all grounds for the objection accompanied by any legal support for such objection; (3) clear reference to the title of this case and case number; and (4) copies of any papers, briefs, or other documents upon which the objection is based. If you intend to appear at the Final Approval Hearing, either in person or through counsel, you must include notice of that fact and state the purpose for your appearance in your objection. The objection must be filed with the Court and served on the attorneys listed below:

Douglas Han
Shunt Tatavos-Gharajeh
Shelby Miner
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Class Counsel

Collin D. Cook
David M. Shannon
FISHER & PHILLIPS LLP
One Montgomery Street, Suite 3400
San Francisco, California 94104
Telephone: (415) 490-9000
Facsimile: (415) 490-9001
Defendant's Counsel

All objections must be filed with the Court no later than [REDACTED]. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in **Option 2** above. Please note that you cannot both object to the settlement and exclude yourself. If you wish, you may also appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] in the Superior Court of California, County of Merced, and discuss your objection with the Court and Parties at your own expense. You may also retain an attorney to represent you at the Final Approval Hearing.

Option 4 – Do Nothing

You may also do nothing in response to this notice. If you choose to do nothing and if the Court grants final approval of the settlement, you will be deemed to have released the Released Claims (defined in the accompanying Claim Form) even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following **Option 2**.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. If you choose **Option 4**, you will receive nothing. In addition, under both **Options 1** and **4** (or **3** if the Court approves the Settlement), you will be deemed to have released the Released Claims.

If you choose **Option 2**, you will no longer be a Class Member and will: (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims; (2) be barred from filing an objection to the settlement; and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to your share of the settlement funds but only if you complete your Claim Form and postmark or fax it by [REDACTED]. Otherwise, if the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

If you need more information or have any questions, you may contact Class Counsel listed above, or the Claims Administrator at the telephone number listed below, toll free.

Questions? Contact the Claims Administrator toll free at [REDACTED]

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the case. Copies of these documents may be obtained at the Superior Court of California, County of Merced, located at 627 West 21st Street Merced, California 95340.

DO NOT CONTACT THE CLERK OF THE COURT, JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL WITH INQUIRIES.

Questions? Contact the Claims Administrator toll free at



EXHIBIT B

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

Alexander Ruelas v. Central Valley Glass & Screen, Inc.
Merced County Superior Court Case Number 24CV-05061

MAIL OR FAX TO:
Claims Administrator
[CONTACT INFORMATION]

Your Claim Form must be completed and received by fax or postmarked on or before [REDACTED], or it will be rejected.

You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, please inform the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

||||| Claim #

[REDACTED] First Name, Last Name

[REDACTED] c/o

[REDACTED] Address1 Address2

[REDACTED] City, State, Zip, Country

Name/Address Changes (if any):

()

Area Code

Home Telephone Number

()

Area Code

Alternate Telephone Number

Calculation of Individual Settlement Payments: Each Claimant's share of the settlement is based on the number of Workweeks he or she worked for Defendant Central Valley Glass & Screen, Inc. ("Defendant") from August 17, 2019, through November 13, 2024.

According to records maintained by Defendant, you worked as an hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from August 17, 2019, through November 13, 2024. In particular, the available records indicate that you worked for a total of [REDACTED] Workweeks during the Class Period. "Workweeks" means the number of weeks of employment that a Class Member worked for Defendant as an hourly-paid or non-exempt employee in California at any time during the Class Period. Based on the preceding information, your estimated Individual Settlement Payment is \$ [REDACTED]. Your final actual share may vary depending on the number of Workweeks represented by the Claimants who are participating in this settlement.

If you disagree with the numbers stated above, please explain why you believe the records described above are mistaken and attach all supporting documentation:

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

If you dispute the numbers stated above, the records described above will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Defendant's information or yours is accurate and the dispute cannot be resolved informally, the dispute will be resolved by the Parties. Such a determination by the Parties will be final and binding with no opportunity for further appeal.

Your signature below constitutes a full release, waiver, and discharge of the following claims ("Released Claims"):

The claims released by the Class Members include, but are not limited to, all claims and causes of action that were alleged, or could have been alleged, in the operative complaint based on the facts alleged therein. These are (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for the failure to provide meal and/or rest periods in accordance with applicable law and failure to pay applicable premium wages; (4) all claims for failure to reimburse business expenses; and (5) any and all claims for recordkeeping or pay stub violations, waiting time penalties, and all other statutory penalties, including those recoverable under the Business & Professions Code section 17200 and any other provision of the Labor Code, including, but not limited to, Labor Code section 2698 (Private Attorneys General Act of 2004) or any applicable Industrial Welfare Commission Wage Orders, in all their iterations.

To achieve a full and complete release, Defendant, Plaintiff, and Class Members acknowledge that this release is intended to include in its effect all Released Claims described above. The period covered by the Released Claims extends from the period from August 17, 2019, through November 13, 2024.

By signing on the next page, you acknowledge that if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

I declare that under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on:

_____ in _____,
Date City State

Sign your name here

Print your name here

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is shanneyan@justicelawcorp.com

On November 8, 2024, I served the foregoing document described as

JOINT STIPULATION AND SETTLEMENT AGREEMENT

for the following case: **Alexander Ruelas v. Central Valley Glass & Screen, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-1024882-24**
Case No.: 24CV-05061
Merced County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

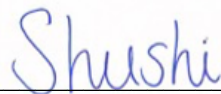
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 8, 2024, at Pasadena, California.



Sophia Hanneyan