

1 Larry W. Lee (State Bar No. 228175)
2 Kristen M. Agnew (State Bar No. 247656)
3 Nicholas Rosenthal (State Bar No. 268297)
4 **DIVERSITY LAW GROUP, P.C.**
5 515 S. Figueroa Street, Suite 1250
6 Los Angeles, CA 90071
7 Telephone: (213) 488-6555
8 Facsimile: (213) 488-6554

9 Attorneys for Plaintiffs and the Class

10 (Additional Counsel on Following Page)

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN JOAQUIN**

13 JESSE MARTINEZ and DEENA SAKHEL,
14 as individuals and on behalf of all others
15 similarly situated,

16 Plaintiffs,

17 vs.

18 COGIR MANAGEMENT USA INC., a
19 Delaware corporation; and DOES 1 through
20 50, inclusive,

21 Defendants.

Case No.: STK-CV-UOE-2020-0001215

**JOINT STIPULATION OF SETTLEMENT OF
CLASS AND REPRESENTATIVE ACTION
AND RELEASE OF CLAIMS**

*Assigned for All Purposes to:
Hon. Jayne Lee, Dept. 10C*

Actions Filed: January 24, 2020
and January 23, 2020
Amd. Cmp. Filed: July 13, 2020
Trial Date: None Set

1 William L. Marder, Esq. (State Bar No. 170131)

Polaris Law Group

2 501 San Benito Street, Suite 200

3 Hollister, CA 95023

4 Telephone: (831) 531-4214

5 Facsimile: (831) 634-0333

6 Timothy B. Del Castillo (State Bar No. 277296)

7 tdc@castleemploymentlaw.com

8 Kent L. Bradbury (State Bar No. 279402)

9 kb@castleemploymentlaw.com

Castle Law: California Employment Counsel, PC

10 2999 Douglas Blvd., Suite 180

11 Roseville, CA 95661

12 Telephone: (916) 245-0122

13 Attorneys for Plaintiffs, the Class
14 and Aggrieved Employees

15 HANSON BRIDGETT LLP

16 DIANE MARIE O'MALLEY, SBN 139166

17 domalley@hansonbridgett.com

18 WINSTON K. HU, SBN 306677

19 whu@hansonbridgett.com

20 425 Market Street, 26th Floor

21 San Francisco, California 94105

22 Telephone: (415) 777-3200

23 Facsimile: (415) 541-9366

24 Attorneys for Defendant

25 COGIR MANAGEMENT USA INC.

26

27

28

- 1 a. All current and former non-exempt employees of Defendant in the State of
- 2 California who worked at any time during the period of February 1, 2019,
- 3 through April 14, 2021 (the “Non-Exempt Class” or “Non-Exempt Class
- 4 Members”);
- 5 b. All current and former exempt and non-exempt employees of Defendant in
- 6 the State of California who were paid wages at any time between February
- 7 1, 2019, through April 14, 2021 (the “Wage Statement Class” or “Wage
- 8 Statement Class Members”).
- 9 c. Aggrieved Employees entitled to recover under the PAGA Payment.

10 Defendant estimates that there are approximately 1,081 individuals that comprise of the
11 Class.

12 5. “Class Counsel” means Larry W. Lee, Kristen M. Agnew, and Nicholas
13 Rosenthal of Diversity Law Group, P.C.; William L. Marder of Polaris Law Group; and Timothy
14 B. Del Castillo and Kent L. Bradbury of Castle Law: California Employment Counsel.

15 6. “Class Counsel Award” means such award of fees and costs and expenses as the
16 Court may authorize to be paid to Class Counsel for the services they have rendered and will
17 render to Plaintiffs and the Class in the Action. Class Counsel will request attorneys’ fees not to
18 exceed thirty-five percent (35%) of the Maximum Settlement Amount of One Million Three
19 Hundred Thousand Dollars (\$1,300,000.00), *i.e.*, the sum of Four Hundred Fifty-Five Thousand
20 Dollars (\$455,000.00), and litigation costs not to exceed Twenty-Five Thousand Dollars
21 (\$25,000.00), subject to the Court finally approving this Settlement. Defendant has agreed not to
22 oppose Class Counsel’s request for Class Counsel Fees and Costs. Any portion of the Class
23 Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

24 7. “Class Data” means information regarding Class Members that Defendant will
25 compile from its records in good faith and provide to the Settlement Administrator. It shall be
26 formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s employee
27 number, full name, last known address, , Social Security number, and the number of pay periods

28

1 worked during the Covered Period.

2 8. "Class Representatives" mean Plaintiffs Jesse Martinez and Deena Sakhel.

3 9. "Class Representatives' Incentive Awards" means the amount that the Court
4 authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in
5 recognition of their efforts and risks in assisting with the prosecution of the Action and in
6 exchange for executing a General Release of Defendant. Plaintiffs will request and Defendant
7 will not oppose Plaintiffs' application to the Court for an Incentive Award of Ten Thousand
8 Dollars (\$10,000.00) from the Maximum Settlement Amount for each Class Representative, for
9 their willingness to serve and efforts undertaken as Class Representatives.

10 10. "Complaint" means the operative First Amended Class and Representative Action
11 Complaint filed by Plaintiffs Jesse Martinez and Deena Sakhel on July 13, 2020, in this Action.

12 11. "Court" means the Superior Court for the State of California, County of San
13 Joaquin.

14 12. "Covered Period" means the period from February 1, 2019, through April 14,
15 2021.

16 13. "Cy Pres" means the Manteca Children's Foundation - <https://mcf4kids.org/>, the
17 non-profit organization that the Parties have agreed will receive any remaining,
18 unclaimed funds.

19 14. "Defendant" means Cogir Management USA, Inc.

20 15. "Defendant's Counsel" means Diane Marie O'Malley and Winston K. Hu of
21 Hanson Bridgett LLP.

22 16. "Effective Date" means: (a) the date when the Final Approval Order is signed, if
23 there are no objectors; or (b) in the event there are objectors, sixty (60) days after service of
24 notice of entry of the Final Approval Order and Judgment on the Parties and all objectors to the
25 Settlement, provided no timely appeals or requests for review are being taken; or (c) if timely
26 appeals or requests for review have been taken, following orders affirming said Final Approval
27 Order and Judgment or denying review after exhaustion of all appellate remedies.

1 17. “Employer’s Withholding Share” means Defendant’s share of all federal, state,
2 and local taxes and required withholdings, including without limitation, FICA, Medicare tax,
3 FUTA, and state unemployment taxes.

4 18. “Final Approval” means that the Final Approval Order and Judgment have been
5 entered by the Court.

6 19. “Final Approval Hearing” or “Final Approval/Settlement Fairness Hearing”
7 means the hearing on the motion for final approval of the settlement.

8 20. “Final Approval Order and Judgment” means the Order and Judgment Granting
9 Final Approval of the Class Settlement, which shall be submitted with the motion for final
10 approval of the Settlement.

11 21. “Individual Settlement Payment” means the amount payable from the Net
12 Settlement Amount to each Settlement Class Member.

13 22. “Maximum Settlement Amount” means the maximum amount of One Million
14 Three Hundred Thousand Dollars (\$1,300,000.00) that Defendant will pay as a result of this
15 Joint Stipulation of Settlement.

16 23. “Net Settlement Amount” or “NSA” means the Maximum Settlement Amount,
17 less Class Counsel Award, Class Representatives’ Incentive Awards, PAGA Payment, and
18 Settlement Administration Costs.

19 24. “Notice Packet” means the Notice of Class Action Settlement in a form
20 substantially similar to the form attached hereto as **Exhibit A**.

21 25. “PAGA Payment” the payment made hereunder to the Labor and Workforce
22 Development Agency (“LWDA”) pursuant to PAGA, as specified in Paragraph 55(e) herein.

23 26. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean
24 either Plaintiffs or Defendant, individually.

25 27. “Plaintiffs” means Jesse Martinez and Deena Sakhel.

26 28. “Preliminary Approval Date” means the date the Court enters an order granting
27 preliminary approval of the Settlement.

28

1 29. “Released Claims”, except as to Plaintiffs who will execute a General Release as
2 described in Paragraph 48, means all claims arising from, or related to, the operative facts set
3 forth in the Complaint as follows:

4 a. Non-Exempt Class: All claims for or arising under Labor Code §§ 226.7,
5 510, 512, 558, 1174(d), 1194, 1197, and 1197.1, and associated penalties
6 under Labor Code §§ 201, 202, 203, and 226, during the period of
7 February 1, 2019 through April 14, 2021.

8 b. Wage Statement Class: All claims for or arising under Labor Code § 226,
9 during the period of February 1, 2019, through April 14, 2021.

10 c. Class Members will also release associated PAGA claims based on the
11 foregoing during the period of February 1, 2019, through April 14, 2021.

12 The period of the Release shall extend to the limits of the Covered Period.

13 30. “Released Parties” means Defendant and its affiliates, parents, joint ventures,
14 owners, partnerships and any and all affiliated, related organizations, and each of their company-
15 sponsored benefit plans, and their respective successors and predecessors in interest, all of their
16 respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and
17 each of their past, present and future officers, directors, shareholders, employees, agents,
18 principals, heirs, representatives, attorneys, accountants, auditors, consultants, attorneys,
19 vendors, contractors (including Aureon, Paychex PEO, Inc. and Oasis Outsourcing, Inc.),
20 insurers and reinsurers.

21 31. “Representative Plaintiffs” means Jesse Martinez and Deena Sakhel.

22 32. “Response Deadline” means the date forty-five (45) days after the Settlement
23 Administrator mails Notice Packets to Class Members and the last date on which Class Members
24 may submit requests for exclusion or objections to the Settlement.

25 33. “Settlement” means the disposition of the Action pursuant to this Agreement.

26 34. “Settlement Administration Costs” means the fees and expenses reasonably
27 incurred by the Settlement Administrator as a result of the procedures and processes expressly
28

1 required by this Agreement, which are not to exceed \$13,000.00.

2 35. "Settlement Administrator" means Phoenix Settlement Administrators.

3 36. "Settlement Class Members" or "Settlement Class" means all Class Members
4 after excluding any person who submits a timely and valid request for exclusion as provided in
5 this Agreement.

6 **RECITALS**

7 37. Class Certification. The Parties stipulate to provisional class certification for
8 purposes of settlement only. If the Court does not grant either preliminary or final approval of
9 this settlement, this provisional class certification shall immediately be set aside and the
10 Settlement Class immediately decertified (subject to further proceedings on motion of any party
11 to certify or deny certification thereafter) and this Joint Stipulation of Settlement shall not
12 constitute or be used as evidence that class certification is appropriate. If the Court does not
13 grant either preliminary or final approval of this settlement, the Parties shall be returned to their
14 respective statuses as of the date and time immediately prior to the execution of the Joint
15 Stipulation of Settlement, and the Parties shall proceed in all respects as if this Agreement had
16 not been executed, except that any costs actually incurred by the Settlement Administrator shall
17 be paid by equal apportionment among the Parties.

18 38. Procedural History. On January 23, 2020, Deena Sakhel initiated an action in the
19 San Joaquin County Superior Court, alleging claims for Defendant's failure to provide accurate
20 wage statements, pay all minimum wages for all hours worked, provide off-duty meal and rest
21 periods, and keep accurate payroll records; unfair and unlawful business practices in violation of
22 Business and Professions Code § 17200, *et seq.*; civil penalties under the Labor Code § 2698, *et*
23 *seq.*, Private Attorneys General Act ("PAGA"); and claims for attorneys' fees and costs.

24 39. On January 24, 2020, Jesse Martinez initiated a parallel action in the San Joaquin
25 County Superior Court, alleging claims for Defendant's failure to provide accurate wage
26 statements, civil penalties under the PAGA, and claims for attorneys' fees and costs.

27 40. On or about February 26, 2020, Defendant filed a notice of related case in the
28

1 *Sakhel* action and *Martinez* action. After counsel for the Parties conferred regarding the related
2 actions, the Parties agreed to consolidate the two actions into the *Martinez* action. The Parties
3 further agreed to the filing of a First Amended Class and Representative Action Complaint
4 incorporating all claims alleged by Plaintiffs. The First Amended Class and Representative
5 Action Complaint was filed on July 13, 2020.

6 41. In about September 2020, the Parties agreed to explore the possibility of
7 settlement. A mediation session was initially scheduled for February 11, 2021. The Parties
8 subsequently rescheduled the mediation for April 12, 2021, to be held via Zoom conference
9 before Russ J. Wunderli, Esq.

10 42. In connection with the mediation, Defendant produced class payroll and time
11 keeping data that allowed Plaintiffs' counsel to conduct a full damage analysis. After extended
12 negotiations conducted at arm's-length, and continuing beyond the mediation, the Parties
13 reached the present settlement.

14 43. The Class Representatives believe they have meritorious claims based on alleged
15 violations of the California Labor Code, and that class certification is appropriate because the
16 prerequisites for class certification can be satisfied in the Action.

17 44. Defendant denies any liability or wrongdoing of any kind associated with the
18 claims alleged in the Action, disputes the damages and penalties claimed by the Class
19 Representatives, and further contends that, for any purpose other than settlement, the Action is
20 not appropriate for class or representative action treatment. Defendant contends, among other
21 things, that at all times it complied with the California Labor Code.

22 45. The Plaintiffs, Class Representatives, and/or Representative Plaintiffs are
23 represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant
24 to the Action, including reviewing information provided by Defendant pursuant to informal
25 requests for information to prepare for mediation. Defendant produced for the purpose of
26 settlement negotiations certain employment data concerning the Class, which Class Counsel
27 reviewed and analyzed. Based on their own independent investigation and evaluation, Class
28

1 Counsel is of the opinion that the Settlement with Defendant is fair, reasonable, and adequate,
2 and in the best interest of the Class in light of all known facts and circumstances, including the
3 risks of significant delay, defenses asserted by Defendant, uncertainties regarding class
4 certification, and numerous potential appellate issues. Although Defendant denies any liability,
5 Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. The Parties
6 and their counsel have agreed to settle the claims on the terms set forth herein.

7 46. The Parties believe that the Settlement is fair, reasonable, and adequate. The
8 Settlement was arrived at through arm's-length negotiations, taking into account all relevant
9 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing
10 the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and
11 forever settle, compromise, and discharge all disputes and claims arising from or relating to the
12 Action.

13 TERMS OF AGREEMENT

14 47. Settlement Consideration. Defendant shall pay the Maximum Settlement Amount
15 from which will be paid the Individual Settlement Payments, the Class Representatives'
16 Incentive Awards, the Class Counsel Award, the PAGA Payment, and the Settlement
17 Administration Costs, as specified in this Agreement, up to the Maximum Settlement Amount.
18 The Parties agree that this is a non-reversionary Settlement and that no portion of the Maximum
19 Settlement Amount shall revert to Defendant.

20 48. Escalator Clause. The Maximum Settlement amount was calculated with, and is
21 premised on, Defendant's representation that Non-Exempt Class Members worked 26,958 Total
22 Qualifying Pay Periods as of March 21, 2021. As of April 14, 2021, Defendant estimated the
23 Total Qualifying Pay Period Count for Non-Exempt Class Members is 27,738. If the Total
24 Qualifying Pay Period Count for Non-Exempt Class Members exceeds 30,512, or approximately
25 ten percent (10%) of estimated Totally Qualifying Pay Period Count for Non-Exempt Class
26 Members, the Maximum Settlement Amount shall increase by a proportional amount.

27 49. Release by All Settlement Class Members. As of the Effective Date, in exchange
28

1 for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members
2 release the Released Parties from the Released Claims for the Covered Period. Plaintiffs and the
3 Settlement Class Members may hereafter discover facts or legal arguments in addition to or
4 different from those they now know or currently believe to be true with respect to the claims,
5 causes of action and legal theories of recovery in this case which are the subject matter of the
6 Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit
7 the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and
8 the Settlement Class Members shall be deemed to have, and by operation of the Final Approval
9 Order and Judgment, shall have, fully, finally, and forever settled and released all of the
10 Released Claims as defined in this Agreement.

11 50. General Release and Waiver of Claims by Class Representatives. The Class
12 Representatives may hereafter discover facts in addition to or different from those they now
13 know or believe to be true with respect to the subject matter of the Released Claims, but in
14 exchange for the consideration provided by this Settlement, and upon the Effective Date, the
15 Class Representatives forever discharge Defendant and the Released Parties, and its/their
16 respective present and former officers, directors, employees, shareholders, members, agents,
17 trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates,
18 predecessors, successors, assigns, and any individual or entity that could be jointly liable with
19 Defendant, from any and all claims, causes of action, damages, wages, benefits, expenses,
20 penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of
21 relief or remedy in law, equity, or whatever kind or nature, whether known or unknown,
22 suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have
23 existed, exclusive only of any workers compensation claims or any other claims which cannot be
24 released as a matter of law, including but not limited to (1) all Released Claims, (2) the Action
25 and any claims arising out of or related to the Action, (3) any claims under federal, state or local
26 law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims
27 for liquidated damages, penalties, or costs and fees associated therewith, (4) wrongful
28

1 termination, discrimination, harassment, and/or retaliation, (5) any act, omission, or occurrence
2 or claim arising out of or related to the Action or Plaintiffs' employment or termination thereof
3 with Defendant taking place on or before the Effective Date of the Settlement, and (6) and any
4 other form of relief or remedy of any kind, nature, or description whatsoever, whether premised
5 on statute, contract, tort, or other theory of liability under state, federal, or local law. In exchange
6 for the consideration provided to them under the Settlement, the Class Representatives shall
7 waive any and all rights they may have under California Civil Code § 1542, which provides:

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

12 51. Conditions Precedent: This Settlement will become final and effective only upon
13 the occurrence of all of the following events:

- 14 a. The Court enters an order granting preliminary approval of the Settlement;
15 b. The Court enters the Final Approval Order and Judgment;
16 c. If there are objectors, the time for appeal from the Final Approval Order
17 and Judgment expires or, if an appeal is timely filed, there is a final resolution of any appeal
18 from the Final Approval Order and Judgment; and
19 d. Defendant does not invoke its right to revoke the Settlement as described
20 in Paragraph 57 herein.

21 52. Nullification of Settlement Agreement. In the event that this Settlement
22 Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is
23 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
24 from obtaining a complete resolution of the claims as described herein:

- 25 a. This Settlement Agreement shall be void *ab initio* and of no force or
26 effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any
27 purpose or with respect to any issue, substantive or procedural;

1 b. The conditional class certification (obtained for any purpose) shall be void
2 *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or
3 arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

4 c. None of the Parties to this Settlement will be deemed to have waived any
5 claims, objections, defenses, or arguments in the Action, including with respect to the issue of
6 class certification.

7 53. Certification of the Settlement Class. The Parties stipulate to conditional class
8 certification for the Covered Period for purposes of settlement only. In the event that this
9 stipulation is not approved by the Court, fails to become effective, or is reversed, withdrawn, or
10 modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete
11 resolution of the claims as described herein, the conditional class certification (obtained for any
12 purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any
13 judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue,
14 substantive or procedural, regarding class or representative action treatment, or regarding the
15 merits (or lack thereof) of the claims asserted in the Action.

16 54. Tax Liability. The Parties make no representations as to the tax treatment or legal
17 effect of the payments called for hereunder, and Settlement Class Members are not relying on
18 any statement or representation by the Parties in this regard. Settlement Class Members
19 understand and agree that they will be responsible for the payment of any taxes and penalties
20 assessed on the Individual Settlement Payments described herein, and will hold the Parties free
21 and harmless from and against any claims, liabilities, costs and expenses, including attorney's
22 fees, resulting in any way from personal tax treatment of the payments made pursuant to this
23 Agreement, including the treatment of such payments as not subject to withholding or deduction
24 for payroll and employment taxes.

25 55. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
26 section, the "acknowledging party" and each Party to this Agreement other than the
27 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
28

1 Agreement, and no written communication or disclosure between or among the Parties or their
2 attorneys and other advisers, is or was intended to be, nor shall any such communication or
3 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
4 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
5 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and
6 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
7 entered into this Agreement based upon the recommendation of any other Party or any attorney
8 or advisor to any other Party, and (c) is not entitled to rely upon any communication or
9 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be
10 imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has
11 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
12 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
13 acknowledging party of the tax treatment or tax structure of any transaction, including any
14 transaction contemplated by this Agreement.

15 56. No Effect On Benefits. The payments due to Settlement Class Members shall not
16 result in any additional value (such as 401(k) or bonus) beyond those provided by this Settlement
17 Agreement to Plaintiffs or Settlement Class Members, and Plaintiffs and Settlement Class
18 Members will be deemed to have waived all such claims, whether known or unknown by them,
19 as part of their release of claims under this Agreement. Specifically, despite any contrary
20 language in any benefit or compensation plan document or other writing that might have been in
21 effect during any Settlement Class Member's period of employment, receipt of any Individual
22 Settlement Payment shall not entitle any Settlement Class Member to additional compensation or
23 benefits under any bonus, contest or other compensation or benefit plan or agreement, nor shall it
24 entitle any Settlement Class Member to any increased pension and/or retirement, 401K benefits
25 or matching benefits, other deferred compensation benefits or any benefit under any "Employee
26 Benefit Plan" as defined by section 3(3) of ERISA maintained or sponsored by Defendant based
27 on any amount paid under this Settlement Agreement. Settlement Class Members waive any and
28

1 all claims for additional contributions to, and/or benefits under, any Employee Benefit Plan
2 maintained or sponsored by Defendant based on any amount paid under this Agreement; and
3 they release any claim for employee benefits, including any and all claims arising under ERISA,
4 arising out of, or related to, the amounts paid under this Agreement.

5 57. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file
6 with the Court a motion for an order granting preliminary approval and supporting papers, which
7 shall include this Settlement Agreement.

8 58. Settlement Administrator. The Settlement Administrator will be responsible for
9 performing the duties specified in this Agreement and any other duties incidental to such
10 obligations. These duties shall include, without limitation: (1) establishing and maintaining a
11 Qualified Settlement Fund account; (2) preparing, printing, translating, and distributing the
12 Notice Packets to the Class Members as directed by the Court; (3) receiving and reporting the
13 objections and requests for exclusion on a weekly basis; (4) processing and mailing payments to
14 the Class Representatives, Class Counsel, LWDA, and Settlement Class Members; (5)
15 distributing tax forms; processing and mailing tax payments, if any, to the appropriate state and
16 federal taxing authorities; calculating and timely paying any and all payroll taxes from the wages
17 portion of the Net Settlement Amount to the appropriate tax authorities, as required under this
18 Agreement and applicable law; (6) printing and providing Settlement Class Members and
19 Representative Plaintiffs with W-2 and 1099 forms as required under this Agreement and
20 applicable law; (7) arranging for and remitting Employer's Withholding Share from any
21 uncashed settlement payment; (8) arranging for and remitting funds from any uncashed
22 settlement payment to the designated recipient, as determined by the Court; (9) preparing and
23 filing any tax returns and information returns and any other filings required by any governmental
24 taxing authority or other governmental agency; (10) providing declaration(s) as necessary in
25 support of preliminary and/or final approval of this Settlement; (11) handling inquires about the
26 calculation of individual settlement payments; and (12) other tasks as the Parties mutually agree
27 or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall
28

1 keep the Parties timely apprised of the performance of all Settlement Administrator
2 responsibilities.

3 The Settlement Administrator shall establish a settlement payment center address,
4 telephone number and email address to receive Class Members' inquiries about the Notice of
5 Settlement, requests to be excluded from the Settlement and settlement payments. In addition,
6 the Settlement Administrator shall establish a static website and, on the website, post this
7 stipulation, any preliminary approval order and the Final Approval Order and Judgment. Posting
8 of the Final Approval Order and Judgment on such website shall constitute notice of judgment to
9 the Settlement Class, as required by California Rule of Court 3.771(b).

10 a. The Qualified Settlement Fund ("QSF") shall be an interest-bearing
11 account at a federally insured bank that is mutually acceptable to the Parties and the Settlement
12 Administrator. The funds in the QSF shall be invested either in short-term U.S. Treasury
13 securities with maturity dates of less than 90 days at the time of deposit, or in an SEC-registered
14 money market fund investing exclusively in U.S. Treasury securities with average maturities of
15 less than 90 days and rated AAA by Standard & Poor's. The Parties agree that the QSF is
16 intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code
17 and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the
18 Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall:
19 (1) open and administer the Settlement Account in such a manner as to qualify and maintain the
20 qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Internal
21 Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state, and local and income
22 and other tax reporting, return, and filing requirements with respect to the QSF and any interest
23 or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any
24 estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the
25 QSF, and (ii) fees, expenses and costs incurred in connection with the opening and
26 administration of the QSF and the performance of its duties and functions as described in this
27 Agreement. The aforementioned taxes, fees, costs, and expenses shall be treated as and included
28

1 in the costs of administering the QSF and as Settlement Administration Expenses. The Parties
2 and the Settlement Administrator shall treat the QSF as coming into existence as a Qualified
3 Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and
4 such election statement shall be attached to the appropriate returns as required by 26 C.F.R. §
5 1.468B-1(j)(e)(ii). The Parties agree to cooperate with the Settlement Administrator and one
6 another to the extent reasonably necessary to carry out the provisions of this Section.

7 59. Notice Procedure.

8 a. Class Data. No later than fourteen (14) business days after the
9 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class
10 Data for purposes of preparing and mailing Notice Packets to Class Members. The Class Data
11 shall be confidential. The Settlement Administrator shall not provide the Class Data to Class
12 Counsel or Plaintiffs or any third party, or use the Class Data or any information contained
13 therein for any purpose other than to administer this Settlement.

14 b. Notice Packets.

15 i. The Notice of Class Action Settlement shall be disseminated in a
16 form substantially similar to the form attached hereto as **Exhibit A**. The Notice of Class Action
17 Settlement shall include the Settlement Class Member's starting and ending dates of employment
18 during the Settlement Covered Period, the number of pay periods worked by the Settlement
19 Class Member during the Covered Period, and the estimated amount of their Individual
20 Settlement Payment if they do not request to be excluded from the Settlement. The Notice of
21 Class Action Settlement shall also inform Settlement Class Members that in order to receive an
22 Individual Settlement Payment, they do not need to do anything except to keep the Settlement
23 Administrator apprised of their current mailing addresses. The Notice of Class Action
24 Settlement shall set forth the release to be given by all members of the Settlement Class who do
25 not request to be excluded from the Settlement Class in exchange for an Individual Settlement
26 Payment.

27 c. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
28

1 Settlement Administrator will perform a search based on the National Change of Address
2 Database to update and correct any known or identifiable address changes. No later than
3 fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein,
4 the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via
5 regular first-class U.S. Mail. The Settlement Administrator shall exercise its best judgment to
6 determine the current mailing address for each Class Member. The address identified by the
7 Settlement Administrator as the current mailing address shall be presumed to be the best mailing
8 address for each Class Member.

9 d. Undeliverable Notices. Any Notice Packets returned to the Settlement
10 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
11 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
12 Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing
13 or other search using the name, address and/or Social Security number of the Class Member
14 involved, and shall then perform a re-mailing, if another mailing address is identified by the
15 Settlement Administrator. Class Members who received a re-mailed Notice Packet shall have
16 their Response Deadline extended fifteen (15) days from the original Response Deadline.

17 e. Disputes Regarding Individual Settlement Payments. Class Members will
18 have the opportunity, should they disagree with Defendant's records stated on their Notice of
19 Class Action Settlement, to provide documentation and/or an explanation to show contrary
20 information. If there is a dispute, the Settlement Administrator will consult with the Parties to
21 determine whether an adjustment is warranted. The Settlement Administrator shall determine
22 the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of
23 this Agreement, and that determination shall be binding.

24 f. Disputes Regarding Administration of Settlement. Any disputes not
25 resolved by the Settlement Administrator concerning the administration of the Settlement will be
26 resolved by the Court under the laws of the State of California. Prior to any such involvement of
27 the Court, counsel for the Parties will confer in good faith to resolve the disputes without the
28

1 necessity of involving the Court.

2 g. No Claim Form Required. Class Members are not required to submit a
3 claim form to receive an Individual Settlement Payment. The Notice of Class Action Settlement
4 contained in the Notice Packet shall state that Class Members who wish to receive Individual
5 Settlement Payments need not do anything except to keep the Settlement Administrator apprised
6 of a current mailing address in order to receive an Individual Settlement Payment check
7 following the Effective Date of the Settlement.

8 h. Exclusions. The Notice of Class Action Settlement contained in the
9 Notice Packet shall state that Class Members who wish to exclude themselves from the
10 Settlement must submit a written request for exclusion by the Response Deadline. The written
11 request for exclusion must state that the Class Member wishes to exclude himself or herself from
12 the Settlement and: (1) must contain the name, address, telephone number, and the last four
13 digits of the Social Security number of the person requesting exclusion; (2) must be signed by
14 the Class Member; (3) must be postmarked or fax stamped by the Response Deadline and
15 returned to the Settlement Administrator at the specified address or fax telephone number; and
16 (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the
17 class action and the settlement of the case *Jesse Martinez and Deena Sakhel v. Cogir*
18 *Management USA Inc.*" The request for exclusion will not be valid if it is not timely submitted,
19 if it is not signed by the Class Member, or if it does not contain the name and address of the
20 Class Member. The date of the postmark or fax-stamp on the request for exclusion shall be the
21 exclusive means used to determine whether the request for exclusion was timely submitted. Any
22 Class Member who requests to be excluded from the Settlement Class will not be entitled to any
23 recovery under the Settlement and will not be bound by the terms of the Settlement or have any
24 right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely
25 written request for exclusion on or before the Response Deadline shall be bound by all terms of
26 the Settlement and any final judgment entered in this Action if the Settlement is approved by the
27 Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement

28

1 Administrator shall provide counsel for the Parties with a final list of the Class Members who
2 have timely submitted written requests for exclusion. At no time shall any of the Parties or their
3 counsel seek to solicit or otherwise encourage members of the Class to submit requests for
4 exclusion from the Settlement.

5 i. If there are any timely submitted requests for exclusion, the
6 Settlement Administrator shall proportionally increase the Individual Settlement Payment for
7 each Settlement Class Member so that the amount actually distributed to Settlement Class
8 Members equals 100% of the Net Settlement Amount.

9 ii. If any Class Member submits a defective request for exclusion
10 before the Response Deadline, the Settlement Administrator shall notify both Class Counsel and
11 Defendant's Counsel so that the Parties can meet and confer regarding any such defective request
12 for exclusion and thereafter promptly instruct the Settlement Administrator concerning the
13 defect(s).

14 i. Objections. The Notice of Class Action Settlement contained in the
15 Notice Packet shall state that Class Members who wish to object to the Settlement must submit
16 to the Settlement Administrator a written statement of objection ("Notice of Objection") by the
17 Response Deadline. The Notice of Objection must be postmarked or fax-stamped by the
18 Response Deadline and returned to the Settlement Administrator at the specified address or fax
19 telephone number. The date of the postmark or fax-stamp on the Notice of Objection shall be
20 deemed the exclusive means for determining that a Notice of Objection was timely submitted.
21 The Notice of Objection must be signed by the Class Member and state: (1) the full name of the
22 Class Member; (2) the dates of employment of the Class Member; (3) the last four digits of the
23 Class Member's Social Security number and/or the Employee ID number; (4) the basis for the
24 objection; and (5) if the Class Member intends to appear at the Final Approval/Settlement
25 Fairness Hearing. Class Members who fail to make objections in the manner specified above
26 shall be deemed to have waived any objections and shall be foreclosed from making any
27 objections (whether by appeal or otherwise) to the Settlement. Class Members who submit a
28

1 timely Notice of Objection will have a right to appear at the Final Approval/Settlement Fairness
2 Hearing in order to have their objections heard by the Court. No Class Member may appear at
3 the Final Approval/Settlement Fairness Hearing unless he or she has served a timely objection
4 that complies with the procedures provided in this paragraph. At no time shall any of the Parties
5 or their counsel seek to solicit or otherwise encourage Class Members to file or serve written
6 objections to the Settlement or appeal from the Order and Final Judgment. Class Members who
7 submit a written request for exclusion are not entitled to object to the Settlement.

8 60. Funding and Allocation of the Maximum Settlement Amount. Defendant is
9 required to pay the sum of the Individual Settlement Payments, Class Representatives' Incentive
10 Awards, Class Counsel Award, PAGA Payment, and Settlement Administration Costs, as
11 specified in this Agreement and as approved by the Court, up to the Maximum Settlement
12 Amount.

13 a. Funding Due Date. No later than fifteen (15) business days after the
14 Effective Date, Defendant shall provide the Maximum Settlement Amount to the Settlement
15 Administrator to fund the Settlement, as set forth in this Agreement.

16 b. Individual Settlement Payments. Individual Settlement Payments shall be
17 paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein.

18 i. Calculation of Individual Settlement Payments. Using the Class
19 Data, the Settlement Administrator will calculate the Total Qualifying Pay Period Count of all
20 Class Members during the Covered Period by adding:

- 21 (1) the total number of pay periods in which Non-Exempt
22 Class Members worked at least one shift during the period
23 of February 1, 2019, through April 14, 2021; and
24 (2) the total number of pay periods in which Wage Statement
25 Class Members received a wage statement reflecting the
26 payment of wages at any time between February 1, 2019,
27 through April 14, 2021..

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ii. The Settlement Administrator will then divide the Net Settlement Amount by the Total Qualifying Pay Period Count, resulting in the Qualifying Pay Period Value.

iii. The Qualifying Pay Period Value will be multiplied as follows to calculate the Individual Settlement Payments:

(1) Non-Exempt Class: The Qualifying Pay Period Value will be multiplied by the number of pay periods in which the employee worked at least one shift during the period of February 1, 2019, through April 14, 2021.

(2) Wage Statement Class: The Qualifying Pay Period Value will be multiplied by the number of pay periods in which the employee received a wage statement reflecting the payment of wages at any time between February 1, 2019, through April 14, 2021.

iv. An individual may be a member of one or both the Non-Exempt Class and Wage Statement Class. If an employee is a member of both classes, then his or her Individual Settlement Payment will be based on the number of applicable pay periods in each class.

v. Allocation and Taxes. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: (i) twenty percent (20%) as wages, (ii) forty percent (40%) as penalties, and (iii) forty percent (40%) as interest. Such amounts shall be reported by W-2 and 1099 forms, as necessary, to be prepared by the Settlement Administrator as specified herein. It shall be the responsibility of the Settlement Administrator to timely prepare and properly withhold from the Individual Settlement Payments all applicable federal, state, and local income taxes, and the employee's share of employment taxes and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. Each Settlement Class Members' share of all applicable federal, state, and local income and employment taxes withheld and deposited with the applicable governmental

1 authorities in accordance with this Settlement shall be a part of, and paid out of, the Individual
2 Settlement Payment to each Settlement Class Member. Each Settlement Class Member claimant
3 shall cooperate with Defendant and provide documentation as requested to demonstrate such
4 payment should any taxing authority challenge the allocation of Individual Settlement Payments.
5 Settlement Class Members will be responsible for correctly characterizing this compensation for
6 tax purposes and for paying any taxes on the amounts received.

7 vi. Payment of Payroll Taxes. The amount paid to each Settlement
8 Class Member attributable to wages shall be subject to all applicable taxes and other
9 withholdings and shall be net of the Settlement Class Member's share of all federal, state, and
10 local taxes and required withholdings, including without limitation, FICA, Medicare tax, FUTA,
11 and state unemployment taxes. The Employer's share of withholdings shall be paid from the
12 Maximum Settlement Amount. The Employer's Withholding Share shall be paid by Defendant
13 separately and in addition to Defendant's payment of the Maximum Settlement Amount.
14 For each Settlement Class Member, the Settlement Administrator shall determine the Employer's
15 Withholding Share. Information related to the Employer's Withholding Share for each
16 Settlement Class Member shall be provided to Defendant by the Settlement Administrator. If
17 Defendant disagrees with the Settlement Administrator's determination of the Employer's
18 Withholding Share, it will communicate with and share information reasonably necessary to
19 reach a good faith determination of the correct Employer's Withholding Share. To the extent a
20 class member cannot be found or otherwise does not cash the Settlement Check, the Settlement
21 Administrator will seek a refund from the appropriate tax authorities and return any Employer's
22 Withholding Share to Defendant.

23 vii. No Employment Relationship or Benefits. Settlement Class
24 Members' receipt of Individual Settlement Payments, or any parts thereof, shall not, and does
25 not, by itself establish any general, special, or joint employment relationship between and among
26 the Settlement Class Member(s) and Defendant. Additionally, and despite any contrary language
27 in any benefit or compensation plan document or other writing that might have been in effect
28

1 during any Settlement Class Member's period of employment, receipt of any Individual
2 Settlement Payment shall not entitle any Settlement Class Member to additional compensation or
3 benefits under any bonus, contest or other compensation or benefit plan or agreement, nor shall it
4 entitle any Settlement Class Member to any increased pension and/or retirement, 401K benefits
5 or matching benefits, other deferred compensation benefits or any benefit under any "Employee
6 Benefit Plan" as defined by section 3(3) of ERISA maintained or sponsored by Defendant based
7 on any amount paid under this Settlement Agreement.

8 viii. Mailing. Individual Settlement Payments shall be mailed by
9 regular first-class U.S. Mail to Settlement Class Members' respective last-known mailing
10 address no later than fourteen (14) calendar days after the Effective Date.

11 ix. Expiration. Any checks issued to Settlement Class Members shall remain
12 valid and negotiable for one hundred and eighty (180) days from the date
13 of their issuance. In the event an Individual Settlement Payment check
14 has not been cashed within one hundred and eighty (180) days, all funds
15 represented by such uncashed checks shall be tendered to the Manteca
16 Children's Foundation (MCF) <https://mcf4kids.org/>. MCF provides
17 assistance to children of all backgrounds, with the emphasis on those in
18 need or in disadvantaged circumstances to inspire and empower the
19 children of Manteca/Lathrop area and to help them understand and realize
20 their full potential as productive, responsible and caring citizens, making a
21 positive contribution to society

22 c. Class Representatives' Incentive Awards. Defendant agrees not to oppose
23 or object to any application or motion by Plaintiffs for a Class Representative Incentive Award
24 of up to Ten Thousand Dollars (\$10,000.00) to each Plaintiff. The Settlement Administrator
25 shall pay the Class Representatives' Incentive Awards to Plaintiffs from the Maximum
26 Settlement Amount no later than fourteen (14) calendar days after the Effective Date. Any
27 portion of the requested Class Representatives' Incentive Awards that is not awarded to the Class
28

1 Representatives shall become part of the Net Settlement Amount and shall be distributed to
2 Settlement Class Members as provided in this Agreement. The Settlement Administrator shall
3 issue an IRS Form 1099-MISC to Plaintiffs for their Class Representatives' Incentive Awards.
4 Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class
5 Representatives' Incentive Awards and shall hold harmless Defendant from any claim or liability
6 for taxes, penalties, or interest arising as a result of the Class Representatives' Incentive Awards.
7 The Class Representatives' Incentive Awards shall be in addition to the Plaintiffs' respective
8 Individual Settlement Payments as Settlement Class Members. In the event that the Court
9 reduces or does not approve the requested Class Representatives' Incentive Awards, Plaintiffs
10 shall not have the right to revoke the Settlement, and it will remain binding.

11 d. Class Counsel Award. Defendant agrees not to oppose or object to any
12 application or motion by Class Counsel for attorneys' fees not to exceed thirty-five percent
13 (35%) of the Maximum Settlement Amount (\$450,000.00 of \$1,300,000.00), plus costs and
14 expenses supported by declaration and not to exceed Twenty-Five Thousand Dollars
15 (\$25,000.00), from the Maximum Settlement Amount. Any portion of the requested Class
16 Counsel Award that is not awarded to Class Counsel shall become part of the Net Settlement
17 Amount and shall be distributed to Settlement Class Members as provided in this Agreement.
18 The Settlement Administrator shall pay the Class Counsel Award to Class Counsel from the
19 Maximum Settlement Amount no later than fourteen (14) calendar days after the Effective Date.
20 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment
21 made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099-
22 MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the
23 Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class
24 Counsel shall not have the right to revoke the Settlement, but do retain the right to appeal such
25 order.

26 e. PAGA Payment. One Hundred Thousand Dollars (\$100,000.00) shall be
27 allocated from the Maximum Settlement Amount for settlement of claims for civil penalties
28

1 under the Labor Code Private Attorneys General Act of 2004. The Settlement Administrator
2 shall pay seventy-five percent (75%) of the PAGA Payment, or \$75,000.00, to the California
3 Labor and Workforce Development Agency no later than fourteen (14) calendar days after the
4 Effective Date. Twenty-five (25%), or \$25,000.00, will become part of the Net Settlement
5 Amount and distributed to Settlement Class Members who qualify as Aggrieved Employees as
6 described in this Agreement.

7 f. Settlement Administration Costs. The Settlement Administrator shall be
8 paid for the costs of administration of the Settlement from the Maximum Settlement Amount, not
9 to exceed Thirteen Thousand Dollars (\$13,000.00). The Settlement Administrator shall be paid
10 the Settlement Administration Costs no later than fourteen (14) calendar days after Defendant
11 provide funds to the Settlement Administrator for disbursement under this Agreement.

12 61. Final Approval Motion. At the earliest practicable time following the expiration
13 of the Response Deadline, Plaintiffs shall file with the Court a motion for final approval of this
14 Settlement, which motion shall request final approval of the Settlement and the amounts payable
15 for the Class Representatives' Incentive Awards, Class Counsel Award, and Settlement
16 Administration Costs.

17 a. Declaration by Settlement Administrator. The Settlement Administrator
18 shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement
19 detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of
20 undeliverable Notice Packets, the number of timely requests for exclusion, the number of
21 objections received, the amount of the average Individual Settlement Payment, the Settlement
22 Administration Costs, and any other information as the Parties mutually agree or the Court
23 orders the Settlement Administrator to provide.

24 62. Defendant's Option to Terminate Settlement. Defendant has the right to terminate
25 the Settlement if, after the Response Deadline and before the Final Approval/Settlement Fairness
26 Hearing, the number of Class Members who submitted timely and valid written requests for
27 exclusion from the Settlement is more than ten percent (10%) of all Class Members. Defendant
28

1 shall then have, in its sole discretion, the option to terminate this Settlement. If Defendant
2 exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to
3 Class Counsel within ten (10) business days after the Response Deadline, and (b) pay all
4 Settlement Administration Costs incurred up to the date or as a result of the termination; and the
5 Parties shall proceed in all respects as if this Agreement had not been executed.

6 63. Defendant's Review of the Motions for Preliminary and Final Approval. Class
7 Counsel will provide an opportunity for Counsel for Defendant to review the motions for
8 preliminary and final approval prior to filing with the Court. Class Counsel shall provide a draft
9 of each motion to Defendant's counsel for review three (3) business days before filing them with
10 the Court. The Parties and their counsel will cooperate with each other and use their best efforts
11 to effect the Court's approval of the motions.

12 64. Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts to effect the implementation of the Settlement.

14 65. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
15 Action, except such proceedings necessary to implement and complete the Settlement, pending
16 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

17 66. Amendment or Modification. This Agreement may be amended or modified only
18 by a written instrument signed by counsel for all Parties or their successors-in-interest.

19 67. Entire Agreement. This Agreement and any attached Exhibits constitute the
20 entire Agreement among these Parties, and no oral or written representations, warranties or
21 inducements have been made to any Party concerning this Agreement or its Exhibits other than
22 the representations, warranties and covenants contained and memorialized in the Agreement and
23 its Exhibits.

24 68. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
25 and represent they are expressly authorized by the Parties whom they represent to negotiate this
26 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
27 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
28

1 to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of
2 Defendant represent and warrant that they are authorized to sign this Agreement on behalf of
3 Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement and
4 that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-
5 party.

6 69. Binding on Successors and Assigns. This Agreement shall be binding upon, and
7 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 70. California Law Governs. All terms of this Agreement and the Exhibits hereto and
9 any disputes arising hereunder shall be governed by and interpreted according to the laws of the
10 State of California.

11 71. Counterparts. This Agreement 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 provided that counsel for the Parties to this Agreement shall exchange among themselves copies
14 or originals of the signed counterparts.

15 72. This Settlement is Fair, Adequate, and Reasonable. The Parties believe this
16 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
17 Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
18 present and potential.

19 73. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
20 with respect to the interpretation, implementation, and enforcement of the terms of this
21 Agreement and all orders and judgments entered in connection therewith, and the Parties and
22 their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
23 implementing, and enforcing the settlement embodied in this Agreement and all orders and
24 judgments entered in connection therewith.

25 74. Invalidity of Any Provision. Before declaring any provision of this Agreement
26 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
27 consistent with applicable precedents so as to define all provisions of this Agreement valid and
28

1 enforceable.

2 75. Publicity. Plaintiffs will not disclose or publicize the Settlement, including the
3 fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in
4 any manner or form, directly or indirectly, to any person or entity. Likewise, Class Counsel will
5 not disclose or publicize the Settlement, including the fact of the Settlement, its terms or
6 contents, and the negotiations underlying the Settlement, in any manner or form, directly or
7 indirectly, to any person or entity prior to the entry of the Final Approval Order and Judgment.
8 However, nothing in this paragraph shall restrict Class Counsel from responding to questions
9 from Class Members, or describing and explaining the specific terms of the Settlement to Class
10 Members. In addition, nothing in this paragraph shall restrict statements made in papers filed
11 with the Court or any other court of competent jurisdiction in connection with the Settlement of
12 the claims against Defendant in this Action or any continuing prosecution of the Action in other
13 respects. Similarly, nothing in this paragraph shall restrict Plaintiffs and Class Counsel from
14 disclosing information to judicial, administrative, or arbitral entities; or to Plaintiffs' and Class
15 Counsel's respective attorneys, accountants, or other professional advisors to whom disclosure is
16 reasonably necessary to effect the purpose for which they consulted such persons or entities.

17 76. No Admissions. Plaintiffs have claimed and continue to claim that the Released
18 Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the
19 Released Claims have no merit and do not give rise to liability. This Agreement is a compromise
20 of disputed claims. Nothing contained in this Agreement and no documents referred to herein
21 and no action taken to carry out this Agreement may be construed or used as an admission by or
22 against the Defendant or Plaintiffs or their Counsel as to the merits or lack thereof of the claims
23 asserted.


24 77. No Inducements. The Parties acknowledge that they are entering into this
25 Agreement as a free and voluntary act without duress or undue pressure or influence of any kind
26 or nature whatsoever and that neither Plaintiffs nor Defendant have relied on any promises,
27 representations, or warranties regarding the subject matter hereof other than as set forth in this
28

1 Joint Stipulation.

2 IN WITNESS WHEREOF, this Settlement Agreement is executed by and on behalf of
3 the Settling Parties and their duly authorized attorneys, as of the day and year herein set forth.

4 8/8/2021
5 DATED: May __, 2021

PLAINTIFF

6 DocuSigned by:
7  _____
8 Plaintiff Jesse Martinez

9 DATED: May __, 2021

PLAINTIFF

10 _____
11 Plaintiff Deena Sakhel

12
13 DATED: May __, 2021

DEFENDANT COGIR MANAGEMENT USA,
14 INC.

15 By: _____
16 Name: _____
17 Title: _____

18
19 Approved as to form:

20
21 DATED: May __, 2021

DIVERSITY LAW GROUP, P.C.

22 By: _____
23 Larry W. Lee
24 Kristen M. Agnew
25 Nicholas Rosenthal
26 Attorneys for Plaintiffs and the Class

27
28

1 Joint Stipulation.

2 IN WITNESS WHEREOF, this Settlement Agreement is executed by and on behalf of
3 the Settling Parties and their duly authorized attorneys, as of the day and year herein set forth.

4
5 DATED: May __, 2021

PLAINTIFF

6
7 _____
Plaintiff Jesse Martinez

8 Aug 6, 2021
9 DATED: May __, 2021

PLAINTIFF

10 _____
11 *Deena Sakhel*
Deena Sakhel (Aug 6, 2021 10:07 PDT)
12 _____
Plaintiff Deena Sakhel

13 DATED: May __, 2021

DEFENDANT COGIR MANAGEMENT USA,
14 INC.

15
16 By: _____
17 Name: *David Eskenazy*
18 Title: *Chairman*

19 Approved as to form:

20
21 *Agstg*
22 DATED: ~~May~~ __, 2021

DIVERSITY LAW GROUP, P.C.

23
24 By: _____
25 Larry W. Lee
26 Kristen M. Agnew
27 Nicholas Rosenthal
28 Attorneys for Plaintiffs and the Class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


DATED: May __, 2021

POLARIS LAW GROUP LLP

By: _____
William L. Marder
Attorneys for Plaintiffs and the Class


DATED: ^{August 6}~~May~~ __, 2021

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, PC

By:  _____
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiffs and the Class

DATED: ^{September 10, 2021}~~May~~ __, 2021

HANSON BRIDGETT LLP

By:  _____
Diane Marie O'Malley
Winston K. Hu
Attorneys for Defendant Cogir Management USA
Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

August 9, 2021
DATED: ~~May~~ August 9, 2021, 2021

POLARIS LAW GROUP LLP

By: *William L. Marder*
William L. Marder
Attorneys for Plaintiffs and the Class

DATED: May __, 2021

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, PC

By: _____
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiffs and the Class

DATED: May __, 2021

HANSON BRIDGETT LLP

By: _____
Diane Marie O'Malley
Winston K. Hu
Attorneys for Defendant Cogir Management USA
Inc.