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11 Attorneys for Plaintiffs Javier Diaz and George Mendez, individually,  
12 and on behalf of all others similarly situated.

13 *[Additional counsel listed on following page]*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SANTA CLARA**

16 JAVIER DIAZ and GEORGE MENDEZ,  
17 individually and on behalf of all others similarly  
18 situated,

19 Plaintiffs,

20 vs.

21 BGIS GLOBAL INTEGRATED SOLUTIONS  
22 US, LLC; and DOES 1 through 20, inclusive,

23 Defendants.

Case No. 21CV383425

*Assigned for all purposes to:*  
*Hon. Sunil R. Kulkarni, Dept. 1*

**JOINT STIPULATION OF SETTLEMENT**

1 David L. Cheng, Bar No. 240926  
dcheng@fordharrison.com  
2 Paul M. Suh, Bar No. 321028  
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3 FORD & HARRISON LLP  
4 350 South Grand Avenue, Suite 2300  
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5 Telephone: 213-237-2400  
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6

7 Attorneys for Defendant  
8 BGIS GLOBAL INTEGRATED SOLUTIONS US  
9 LLC (erroneously sued as BGIS GLOBAL  
10 INTEGRATED SOLUTIONS US, LLC)  
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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of  
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be  
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein  
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of  
5 Settlement (“**Agreement**” or “**Settlement**”).

6 This Agreement is made by and between Named Plaintiffs Javier Diaz and George Mendez  
7 (“**Named Plaintiffs**”) and the Class Members, on the one hand, and Defendant BGIS Global  
8 Integrated Solutions US LLC (“**BGIS**” or “**Defendant**”), on the other hand. Named Plaintiffs and  
9 Defendant collectively are referred to in this Agreement as “**the Parties.**”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and  
11 concluded by agreement of Defendant to pay the settlement amount of One Million Two Hundred  
12 Seventy-Five Thousand Dollars (\$1,275,000.00) as provided in Section 3.07(a) below (“**Gross**  
13 **Settlement Amount**”) pursuant to the terms and conditions of this Agreement and for the  
14 consideration set forth herein, including but not limited to, a release of all claims by Named Plaintiffs  
15 and the Class Members as set forth herein.

## 16 **ARTICLE I**

### 17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the  
19 meanings ascribed to them as set forth below:

20 a. “**Action**” means the actions described as follows: *Javier Diaz v. BGIS Global*  
21 *Integrated Solutions US, LLC* Case No. 21-cv-02804-VKD, commenced on February 16, 2021, in  
22 the Superior Court of the State of California for the County of Santa Clara and currently pending in  
23 the United States District Court Northern District of California (herein separately defined as the  
24 “**Federal Action**”); and *Javier Diaz and George Mendez v. BGIS Global Integrated Solutions US,*  
25 *LLC*, Case No. 21CV383425, commenced on June 22, 2021, in the Superior Court of the State of  
26 California for the County of Santa Clara (herein separately defined as the “**State Action**”).

27 b. “**Agreement**” means this Joint Stipulation of Settlement, including the attached  
28 Exhibit(s).

1 c. **“AWS Subclass”** means all current and former non-exempt employees who are or  
2 were employed by Defendant in California at any time during the Class Period and worked a 4 days,  
3 10-hours or a 3 days, 12-hours alternative workweek schedule, except for those non-exempt  
4 employees who worked a 3 days, 12-hours alternative workweek schedule and who were paid daily  
5 overtime for all hours over eight (8) in a day.

6 d. **“Class”** means all current and former non-exempt employees who are or were  
7 employed by Defendant in California at any time during the Class Period.

8 e. **“Class Counsel”** means the attorneys for the Class and the Class Members, who are:

9 AEGIS LAW FIRM, PC  
10 Samuel A. Wong  
Kashif Haque  
11 Jessica L. Campbell  
Fawn F. Bekam  
12 9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
13 Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

14 f. **“Class List”** means a list based on Defendant’s business records that identifies each  
15 Class Member’s name, last known home or mailing address, Social Security number or, as  
16 applicable, other taxpayer identification number, their membership in the AWS Subclass, their  
17 membership as a PAGA Group Member, and the number of Qualifying Workweeks worked during  
18 the Class Period.

19 g. **“Class Member(s)”** means all members of the Class.

20 h. **“Class Period”** means August 17, 2016 through November 12, 2021, or the date the  
21 Court grants preliminary approval, whichever is sooner.

22 i. **“Court”** means the California Superior Court for the County of Santa Clara, where  
23 the State Action is currently pending.

24 j. **“Date of Finality”** means the earliest date, following entry by the Court of an order  
25 and judgment finally approving the Settlement, upon which one of the following have occurred: (i)  
26 if no objection is filed to the settlement and no objector appears at the hearing on final approval, the  
27 date of entry of an order in the State Action granting final approval, (ii) if an objection is filed to the  
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1 settlement, or an objector appears at the hearing on final approval, then the later of the following: (a)  
2 the expiration of all potential appeals periods without a filing of a notice of appeal of the final  
3 approval order or judgment; (b) final affirmance of the final approval order and judgment by an  
4 appellate court as a result of any appeal(s); or (c) final dismissal or denial of all such appeals  
5 (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and  
6 judgment is no longer subject to further judicial review.

7 k. **“Defendant”** means BGIS Global Integrated Solutions US LLC.

8 l. **“Defense Counsel”** means counsel for Defendant:

9 David L. Cheng  
10 Paul M. Suh  
11 FORD & HARRISON LLP  
12 350 South Grand Avenue, Suite 2300  
13 Los Angeles, CA 90071  
14 Telephone: 213-237-2400  
15 Facsimile: 213-237-2401

16 m. **“Disposition”** means the method by which the Court approves the terms of the  
17 Settlement and retains jurisdiction over its enforcement, implementation, construction,  
18 administration, and interpretation.

19 n. **“Final Order Approving Settlement of Class Action”** or **“Final Order”** means the  
20 final formal court order signed by the Court following the hearing on Named Plaintiffs’ Motion for  
21 Final Approval, in accordance with the terms herein, approving this Agreement.

22 o. **“Gross Settlement Amount”** means One Million Two Hundred Seventy-Five  
23 Thousand Dollars and Zero Cents (\$1,275,000.00) to be paid by Defendant as provided by this  
24 Agreement to settle this Action. All payments to the Class, the LWDA Payment, administration  
25 costs, attorney’s fees and costs, and Incentive Awards, pursuant to Section 3.07(a) below, shall be  
26 paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the  
27 payments made under this settlement shall be paid by Defendant separate from and in addition to the  
28 Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant  
to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

1 p. **“Incentive Awards”** means a monetary amount of up to Ten Thousand Dollars  
2 (\$10,000.00) for each of the Named Plaintiffs, subject to Court approval, in recognition of their effort  
3 and work in prosecuting the Action on behalf of Class Members, and for their general release of  
4 claims.

5 q. **“Individual Settlement Payment(s)”** means each Participating Class Member’s  
6 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined  
7 by the calculations provided in this Agreement.

8 r. **“LWDA”** means The State of California Labor and Workforce Development Agency.

9 s. **“LWDA Payment”** means 75% of the \$50,000 allocated to the settlement of PAGA  
10 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of  
11 this Agreement, as provided for below.

12 t. **“Motion for Final Approval”** means Named Plaintiffs’ submission of a written  
13 motion, including any evidence as may be required for the Court to conduct an inquiry into the  
14 fairness of the Settlement as set forth in this Agreement, to conduct a final fairness and approval  
15 hearing, and to enter a Final Order in this Action. The Motion for Final Approval shall be filed in  
16 *Diaz, et al. v. BGIS Global Integrated Solutions US, LLC*, Case No. 21CV383425 (Santa Clara Cty.  
17 Super. Ct.)

18 u. **“Motion for Preliminary Approval”** means Named Plaintiffs’ submission of a  
19 written motion, including any evidence as may be required for the Court to grant preliminary  
20 approval of the Settlement as required by Rule 3.769 of the California Rules of Court. The Motion  
21 for Preliminary Approval shall be filed in in *Diaz, et al. v. BGIS Global Integrated Solutions US,*  
22 *LLC*, Case No. 21CV383425 (Santa Clara Cty. Super. Ct.)

23 v. **“Named Plaintiffs”** means Javier Diaz and George Mendez.

24 w. **“Net Settlement Amount”** means the Gross Settlement Amount less Court-approved  
25 administration costs, Class Counsels’ attorney’s fees and costs, Incentive Awards, and the LWDA  
26 Payment, pursuant to Section 3.06(a)-(f) below.

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1 x. **“Non-Participating Class Member(s)”** means any Class Member(s) who submit to  
2 the Settlement Administrator a valid and timely written request to be excluded from the Class  
3 pursuant to Section 3.05(b) below.

4 y. **“Notice Packet”** means the Notice of Proposed Class Action Settlement in a form  
5 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

6 z. **“PAGA”** means the California Private Attorneys General Act of 2004, which is  
7 codified in California Labor Code §§ 2698 *et seq.*

8 aa. **“PAGA Settlement Amount”** means the portion of the Gross Settlement Amount  
9 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have  
10 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000), subject to Court  
11 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the  
12 remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group  
13 Members.

14 bb. **“PAGA Group Members”** means all Class Members employed by Defendant at any  
15 time between August 17, 2016 through November 12, 2021 or the date the Court grants preliminary  
16 approval, whichever is sooner (**“PAGA Period”**), subject to Court approval.

17 cc. **“Participating Class Member(s)”** is defined as a Class Member who does not timely  
18 exclude himself or herself from the Settlement. Each Participating Class Member will be paid his/her  
19 Individual Settlement Payment.

20 dd. **“Preliminary Approval Date”** means the date the Court preliminarily approves the  
21 Settlement embodied in this Agreement.

22 ee. **“Qualified Settlement Fund”** or **“QSF”** means a fund within the meaning of  
23 Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
24 Administrator for the benefit of Participating Class Members.

25 ff. **“Qualifying Workweeks”** means the number of weeks that Class Members worked  
26 for Defendant as non-exempt employees during the Class Period.

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1 gg. **“Released Parties”** means Defendants and their predecessors, successors, parents,  
2 subsidiaries, affiliates and/or related entities and each of their respective directors, members, officers,  
3 committee members, supervisors, employees, representatives and agents.

4 hh. **“Response Deadline”** means the deadline by which Class Members must postmark  
5 or fax to the Settlement Administrator requests for exclusion or written notices of objection. The  
6 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet  
7 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or  
8 federal holiday, in which case the Response Deadline will be extended to the next day on which the  
9 U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a  
10 re-mailing.

11 ii. **“Settlement Administration Costs”** means all costs incurred by the Settlement  
12 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to  
13 the class, calculation of Individual Settlement Payments, generation of Individual Settlement  
14 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation  
15 of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiffs for their Incentive  
16 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross  
17 Settlement Amount.

18 jj. **“Settlement Administrator”** means Phoenix Settlement Administrator, which the  
19 Parties have agreed will be responsible for the administration of the Individual Settlement Payments  
20 to be made by Defendant from the Gross Settlement Amount and related matters under this  
21 Agreement.

## 22 **ARTICLE II**

### 23 **CONTINGENT NATURE OF THE AGREEMENT**

#### 24 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

25 Because the Parties have stipulated to the certification of the Class with respect to all causes  
26 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and  
27 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.  
28 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality



1 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement  
2 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification  
3 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to  
4 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date  
5 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the  
6 Class as to Defendant will be vacated and Named Plaintiffs, Defendant, and the Class will be returned  
7 to their positions with respect to the Action as if the Agreement had not been entered into. In the  
8 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving  
9 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall  
10 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in  
11 this Agreement, the fact that Defendant did not oppose the certification of a Class under this  
12 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used  
13 or cited thereafter by any person or entity, including in any manner whatsoever, including without  
14 limitation any contested proceeding relating to the certification of any class. If the Date of Finality  
15 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect  
16 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly  
17 reserves the right to challenge the propriety of class certification in the Action for any purpose, if the  
18 Date of Finality does not occur.

19 The Parties and their respective counsel shall take all steps that may be requested by the Court  
20 relating to the approval and implementation of this Agreement and shall otherwise use their  
21 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not  
22 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
23 to meet and confer to address the Court’s concerns. If the Parties are unable to agree upon a  
24 resolution, the Parties agree to seek the assistance of mediator Hon. Carl J. West (Ret.) to resolve the  
25 dispute.

### 26 **ARTICLE III**

#### 27 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

28 The procedure for obtaining Court approval of and implementing this Agreement shall be as

1 follows:

2 **Section 3.01: Amendment of State Action and Stay of Federal Action**

3 For settlement purposes only, the Parties agree to the filing of an amended complaint in the  
4 State Action, which adds all claims asserted in the Federal Action; and a stay of the Federal Action  
5 pending approval of the Settlement by the Court in the State Action. A copy of the amended  
6 complaint, which Plaintiffs filed on September 30, 2021, is attached hereto as **Exhibit B**. With  
7 respect to the amended complaint, the Parties specifically agree as follows:

- 8 a. A stipulation to stay the Federal Action pending approval of the Settlement by the Court  
9 in the State Action shall be filed within seven (7) calendar days of the Parties fully  
10 executing this Agreement;
- 11 b. The Parties agree that Defendant is not required to respond to the amended complaint and  
12 that there shall be no waiver argument asserted against Defendant for not responding to a  
13 pleading that the Parties agreed could be filed only for purposes of effectuating this  
14 Settlement.

15 **Section 3.02: Motion for Conditional Class Certification and Preliminary Approval**

16 Named Plaintiffs will bring a motion before the Court for an order conditionally certifying  
17 the Class to include all claims pled in the Action based on the preliminary approval of this  
18 Agreement. Such submission shall include a declaration and proof to the Court verifying that Class  
19 Counsel has provided any and all notices of the settlement to the LWDA, as set forth in California  
20 Labor Code section 2699(1)(2). Class Counsel shall provide the Court and Defense Counsel with  
21 proof of compliance with California Labor Code section 2699(1)(2) within seven (7) calendar days  
22 of Named Plaintiffs filing their Motion for Preliminary Approval. The date that the Court grants  
23 preliminary approval of this Agreement will be the “**Preliminary Approval Date.**”

24 **Section 3.03: The Settlement Administrator**

25 The Parties have chosen Phoenix Settlement Administrators to administer this Settlement and  
26 to act as the Settlement Administrator, including but not limited to distributing and responding to  
27 inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net  
28 Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement

1 Payment checks and distributing them to Participating Class Members, generating and filing related  
2 tax reporting forms, establishing and maintaining the QSF, and issuing the payment to Class Counsel  
3 for attorneys' fees and costs, the Incentive Award checks to Named Plaintiffs, and the employer  
4 payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree  
5 to all of the terms and conditions of this Agreement.

6 All costs of administering the Settlement, including but not limited to all costs and fees  
7 associated with preparing, issuing and mailing any and all notices to Class Members and/or  
8 Participating Class Members, all costs and fees associated with computing, processing, reviewing,  
9 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax  
10 returns and any other filings required by any governmental taxing authority or agency, all costs and  
11 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the  
12 course of administering disbursements from the Net Settlement Amount, and any other costs and fees  
13 incurred and/or charged by the Settlement Administrator in connection with the execution of its  
14 duties under this Agreement ("**Settlement Administration Costs**"), shall be paid to the Settlement  
15 Administrator from the Gross Settlement Amount.

16 **Section 3.04: Notice to Class Members**

17 No later than five (5) business days after the Preliminary Approval Date, Defendant will  
18 provide, subject to a mutually agreeable protective order entered by the Court the Settlement  
19 Administrator with a "**Class List**" in electronic format based on its business records, identifying the  
20 names of the Class Members, their last known home addresses, Social Security numbers or, as  
21 applicable, other taxpayer identification number, their membership in the AWS Subclass, their  
22 membership as a PAGA Class Member, and weeks worked during the Class Period.

23 Within ten (10) business days of receiving a Class List from Defendant, the Settlement  
24 Administrator will send Class Members, by first-class mail, at their last known address, the Court  
25 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the  
26 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate  
27 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of  
28 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the

1 Settlement Administrator will check all Class Member addresses against the National Change of  
2 Address database and shall update any addresses before mailing. The Settlement Administrator will  
3 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a  
4 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall  
5 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of  
6 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.  
7 Class Members shall not be required to submit claim forms in order to receive an Individual  
8 Settlement Payment.

9         If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
10 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
11 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
12 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
13 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
14 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the Parties  
15 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
16 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
17 Individual Settlement Payments to all Participating Class Members.

18         If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
19 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
20 status report provided to the Parties.

21         In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days  
22 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class  
23 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class  
24 Member's Individual Settlement Payment during the check cashing period on behalf of the Class  
25 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and  
26 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement  
27 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the  
28 procedures set forth in Section 3.07(g) below.

1 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the  
2 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration  
3 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses  
4 for and re-sending of any returned Notice Packets, as well as the number of valid requests for  
5 exclusion and objections that the Settlement Administrator received.

6 **Section 3.05: Responses to Notice**

7 **a. Class Member Disputes**

8 If any Class Member disagrees with Defendant's records as to his or her Qualifying  
9 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set  
10 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period  
11 and submit such writing to the Settlement Administrator by the Response Deadline, along with any  
12 supporting documentation. The Notice will also provide a method for the Class Member to challenge  
13 the employment data on which his or her Individual Settlement Payment is based. The Settlement  
14 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith  
15 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the  
16 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on  
17 the information provided to it.

18 **b. Requests for Exclusion from Class**

19 In order for any Class Member to validly exclude himself or herself from the Class and this  
20 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class  
21 Member or his or her authorized representative, and must be sent to the Settlement Administrator,  
22 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement  
23 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall  
24 contain instructions on how to validly exclude himself or herself from the Class and this Settlement  
25 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial  
26 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be  
27 conclusively determined according to the records of the Settlement Administrator. Any Class  
28 Member who timely and validly requests exclusion from the Class and this Settlement will not be

1 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this  
2 Agreement, and will not have any right to object, appeal, or comment thereon.

3 Any Class Member who fails to timely submit a request for exclusion shall automatically be  
4 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are  
5 determined by the Court's Final Order Approving Settlement of Class Action, and by the other  
6 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action  
7 and/or released in this Agreement will be extinguished.

8 If more than fifteen percent (15%) of Class Members validly exclude themselves from the  
9 Settlement, Defendant will have the option to void the Settlement.

10 **c. Objections to Settlement**

11 For any Class Member to object to this Agreement, or any term of it, the person making the  
12 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the  
13 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)  
14 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),  
15 a written statement of the grounds of objection, signed by the objecting Class Member or his or her  
16 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and  
17 the date the signed objection was postmarked, shall be conclusively determined according to the  
18 records of the Settlement Administrator. The Settlement Administrator shall send any objections it  
19 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class  
20 Members may also appear at the final approval hearing to object. The Court retains final authority  
21 with respect to the consideration and admissibility of any Class Member objections.

22 **d. Encouragement of Class Members**

23 The Parties to this Agreement and the counsel representing such Parties shall not, directly or  
24 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from  
25 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from  
26 Class Members.

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1           **e.       Right of Named Plaintiffs to Adjust Gross Settlement Amount**

2           Defendant has estimated the number of Qualifying Workweeks as 5,013. If the number of  
3 Class Members increases by more than 10% (approximately 5,515 Qualifying Workweeks) as of the  
4 end of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount, equal to  
5 the Net Settlement Amount multiplied by the percentage in excess of 10%. For example, if the  
6 number of workweeks increased by 12%, the pro rata adjustment to the Gross Settlement Amount  
7 would equal the Net Settlement Amount multiplied by 2%.

8           **Section 3.06: Final Fairness and Approval Hearing**

9           On the date set forth in the Court’s order granting Named Plaintiffs’ Motion for Preliminary  
10 Approval, and Notice Packet, a final fairness and approval hearing shall be held before the Court in  
11 order to (1) review this Agreement and determine whether the Court should give it final approval,  
12 and (2) consider any objections made and all responses by the Parties to such objections. At the final  
13 fairness and approval hearing, the Parties shall ask the Court to grant final approval to this Agreement  
14 and shall submit to the Court a proposed Final Order. Upon granting final approval of the Settlement  
15 contained herein, the Parties shall request that final judgment be entered in the State Action and shall  
16 request dismissal with prejudice all claims asserted in the Federal Action, and implementing the  
17 Releases contained in this Agreement as to Named Plaintiffs and all Participating Class Members.  
18 Class Counsel shall also prepare and file all necessary filings needed to dismiss the Federal Action  
19 with prejudice, including, without limitation, a stipulation or motion for dismissal of the Federal  
20 Action with prejudice. Class Counsel shall further provide, within seven (7) calendar days of the  
21 Court entering a final judgment that provides for or denies an award of civil penalties pursuant to the  
22 California Labor Code, any and all notices of the final judgment to the LWDA, as set forth in  
23 California Labor Code section 2699(1)(3). Further, within seven (7) calendar days of request by  
24 Defense Counsel, Class Counsel shall provide Defense Counsel with proof of compliance with  
25 California Labor Code section 2699(1)(3).

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1           **Section 3.07: Settlement Payment Procedures**

2                   **a. Settlement Amount**

3           In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the  
4 Gross Settlement Amount in the amount of One Million Two Hundred Seventy-Five Thousand  
5 Dollars (\$1,275,000.00), subject to a pro rata increase under the condition set forth in Section 3.05(e).

6           Within thirty (30) calendar days after the Date of Finality, Defendant shall transfer the Gross  
7 Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a  
8 QSF established by the Settlement Administrator either directly or by sending the funds to the  
9 Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these  
10 funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class  
11 Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment (taken from the  
12 amount allocated for the PAGA Settlement Amount), all employer and employee tax deductions and  
13 withholdings in respect of the Individual Settlement Payments, and the Settlement Administration  
14 Costs.

15           Within ten (10) court days after receiving Defendant's final payment, funding the Gross  
16 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments  
17 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment (taken  
18 from the amount allocated for the PAGA Settlement Amount), the Incentive Awards, and employer  
19 and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to  
20 this distribution, the Settlement Administrator will perform a search based on the National Change  
21 of Address Database to update and correct for any known or identifiable address changes.

22                   **b. Payment of Attorneys' Fees and Costs**

23           Class Counsel shall submit an application for an award of attorneys' fees of up to one-third  
24 of the current Gross Settlement Amount, which, based on the current Gross Settlement Amount, shall  
25 not exceed Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00). Class  
26 Counsel shall submit an application for an award of costs not to exceed Twenty Thousand Dollars  
27 (\$20,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final  
28 Fairness and Approval Hearing. Defendant shall not object to or oppose any such application in these



1 amounts. Class Counsel shall serve Defendant with copies of all documents submitted in support of  
2 their application for an award of attorneys' fees and costs.

3 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
4 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
5 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,  
6 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
7 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
8 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
9 will be reallocated to the Net Settlement Amount.

10 **c. Payment of Settlement Administration Costs**

11 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
12 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Six  
13 Thousand Dollars (\$6,000.00).

14 **d. Payment of Incentive Award to Named Plaintiffs**

15 Subject to Court approval, the Named Plaintiffs shall each receive an Incentive Award of up  
16 to Ten Thousand Dollars (\$10,000.00), the request for which Defendant will not object to or oppose.  
17 The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not constitute  
18 payment to any Participating Class Member(s) other than Named Plaintiffs. To the extent that the  
19 Court approves less than the amount of incentive award that Class Counsel request, the difference  
20 between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

21 Because it is the intent of the Parties that the Incentive Awards represent payment to Named  
22 Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will  
23 not withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form  
24 1099, which the Settlement Administrator will provide to Named Plaintiffs and to the pertinent taxing  
25 authorities as required by law.

26 **e. Payment to the Labor and Workforce Development Agency**

27 In consideration of claims made under PAGA, Class Counsel will request that the Court  
28 approve allocation of Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount to these

1 claims. Seventy-five percent (75%) of this payment will be paid to the LWDA, and twenty-five  
2 percent (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members.  
3 Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the  
4 Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named  
5 Plaintiffs' PAGA claim in the Action, will not invalidate this Agreement.

6 **f. Payment of Individual Settlement Payments to Participating Class Members**

7 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
8 Payments. The Parties agree that the Net Settlement Amount shall be divided between all  
9 Participating Class Members in proportion to the number of individual Qualifying Workweeks for  
10 each Class Member. However, for purposes of calculating the Individual Settlement Payment, the  
11 individual Qualifying Workweeks for all Participating Class Members shall be weighted, in which  
12 the Settlement Administrator shall apply a 2/3 weighted ratio factor to the AWS Subclass Member's  
13 Individual Settlement Payment, and a 1/3 weighted ratio factor for all remaining Participating Class  
14 Members who are not members of the AWS Subclass. For example, if the data produced by  
15 Defendant demonstrates a Participating Class Member, who is also a AWS Subclass member, worked  
16 10 Qualifying Workweeks during the Class Period, their Individual Settlement Payment shall be  
17 calculated as follows:

18 
$$(10 \text{ Qualifying Workweeks} \div \text{Qualifying Workweeks for all Participating Class}$$

19 
$$\text{Members}) \times \text{Net Settlement Amount} \times 2/3$$

20 As another example, if the data produced by Defendant demonstrates a Class Member (but  
21 not an AWS Subclass Member) worked 10 Qualifying Workweeks during the Class Period, their  
22 Individual Settlement Payment shall be calculated as follows:

23 
$$(10 \text{ Qualifying Workweeks} \div \text{Qualifying Workweeks for all Participating Class}$$

24 
$$\text{Members}) \times \text{Net Settlement Amount} \times 1/3$$

25 This weighting of Individual Settlement Payments is solely for purposes of calculating  
26 Individual Settlement Payments, and will not trigger the pro rata increase provision in Section  
27 3.05(e), above. It is the intent of the Parties that the Settlement Administrator be given discretion to  
28 take steps to resolve any issues in respect of the application of the formula.

1 To calculate the minimum amount each Class Member will receive based on their individual  
2 Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying  
3 Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis  
4 (subject to the weighted ratio factors described above). Qualifying Workweeks will be rounded up  
5 to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount  
6 will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement  
7 Amount will be dispersed to Participating Class Members (those who did not exclude themselves)  
8 on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period  
9 by each Participating Class Member (subject to the weighted ratio factors described above).

10 Each Individual Settlement Payment will represent wages and penalties allocated using the  
11 following formula: 1/3 allocated to wages; 1/3 allocated to interest, and 1/3 allocated to penalties.  
12 The amounts paid as wages shall be subject to all tax withholdings customarily made from an  
13 employee's wages and all other authorized and required withholdings and shall be reported by W-2  
14 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement  
15 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required  
16 withholdings other than the tax withholdings customarily made from employees' wages and shall be  
17 reported by IRS 1099 forms.

18 No later than ten (10) business days after receiving the Gross Settlement Amount from  
19 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual  
20 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the  
21 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee  
22 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
23 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the  
24 extent required by law for the interest and penalty portions of the Individual Settlement Payments.  
25 Participating Class Members shall have 180 days from the date their Individual Settlement Payment  
26 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration  
27 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller  
28 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

1 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
2 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
3 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address  
4 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
5 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
6 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller  
7 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

8 **g. Default on Payment.**

9 Defendant's failure to fund the Gross Settlement Amount within ten (10) calendar days after  
10 the date required for funding in accordance with Section 3.07(a) shall be considered a default. In the  
11 event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will  
12 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed  
13 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to  
14 the Settlement Administrator. In the event Defendant fails to cure the default within the times set  
15 forth herein, Named Plaintiffs may elect to enter judgment against Defendant, on an ex parte basis,  
16 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiffs will be entitled  
17 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable  
18 attorneys' fees and costs.

19 **h. No Credit Toward Benefit Plans.**

20 The Individual Settlement Payments made to Participating Class Members under this  
21 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
22 calculate any additional benefits under any benefit plans to which any Class Members may be  
23 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
24 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'  
25 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class  
26 Members may be entitled under any benefit plans.

1 **ARTICLE IV**

2 **LIMITATIONS ON USE OF THIS SETTLEMENT**

3 **Section 4.01: No Admission**

4 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a  
5 Class should not have been certified in the Action. This Agreement is entered into solely for the  
6 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be  
7 construed as an admission of liability or wrongdoing by Defendant.

8 **Section 4.02: Non-Evidentiary Use**

9 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor  
10 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or  
11 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,  
12 including but not limited to, evidence of a presumption, concession, indication, or admission by any  
13 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or  
14 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further  
15 proceeding in the Action or any other proceeding alleging the same or similar allegations or facts in  
16 the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for  
17 Defendant to establish that a Class Member has resolved any of his or her claims released through  
18 this Agreement.

19 **Section 4.03: Nullification**

20 The Parties have agreed to the certification of the Class encompassing all claims alleged in  
21 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason  
22 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this  
23 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order  
24 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the  
25 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this  
26 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all  
27 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had  
28 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to

1 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will  
2 have no bearing on, and will not be admissible in connection with, the issue of whether the Class  
3 should be certified by the Court in a non-settlement context in this Action or any other action, and in  
4 any of those events, Defendant expressly reserves the right to oppose certification of the Class.

5 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
6 Gross Settlement Amount shall not be funded pending the completion of the appeal.

7 **ARTICLE V**

8 **RELEASES**

9 **Section 5.01: Released Claims by Class Members**

10 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiffs and  
11 Participating Class Members who do not opt out of the Settlement, release the Released Parties from  
12 any and all claims alleged or which could have been in alleged based on facts pleaded in Named  
13 Plaintiffs' operative complaints in the State Action and Federal Action, during the Class Period,  
14 including but not limited to the: (1) failure to pay minimum wages; (2) failure to pay overtime wages;  
15 (3) failure to provide meal periods; (4) failure to authorize or permit rest periods; (5) failure to pay  
16 wages upon separation of employment and within the required time; (6) failure to furnish accurate  
17 itemized wage statements wage statement violations; (7) failure to reimburse necessary business  
18 expenses; (8) failure to pay vacation wages in violation of Cal. Lab. Code 227.3; and (9) violation of  
19 California Business and Professions Code §§17200, *et seq.*, based on the preceding claims, including  
20 claims for violation of California Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 227.3,  
21 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2800, and 2802 ("Released Claims").

22 **Section 5.02: Released Claims by PAGA Group Members**

23 Upon the date Defendant transfers the Gross Settlement Amount, the State of California and  
24 PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff's notice(s)  
25 sent to the LWDA and alleged in the operative complaint, which arose during the PAGA Period,  
26 regardless of whether PAGA Group Members opt out of the Class Settlement, including claims for  
27 violation of California Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 511,  
28 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2800, and 2802.

1           **Section 5.03: Named Plaintiffs’ Release of Unknown Claims**

2           Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiffs, waive,  
3 release, acquit, and forever discharge the Released Parties from any and all claims, actions, charges,  
4 complaints, grievances, and causes of action, of any nature arising from Named Plaintiffs’  
5 employment with Defendant, whether known or unknown, which exist or may exist as of the Parties’  
6 execution of this Agreement.

7           Section 1542 of the California Civil Code provides as follows:

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

13           Named Plaintiff’s general release provided herein is made with an express waiver and  
14 relinquishment of any claim, right, or benefit under California Civil Code § 1542.

15 **ARTICLE VI**

16 **MISCELLANEOUS PROVISIONS**

17           **Section 6.01: Amendments or Modification**

18           The terms and provisions of this Agreement may be amended or modified only by an express  
19 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

20           **Section 6.02: Assignment**

21           None of the rights, commitments, or obligations recognized under this Agreement may be  
22 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written  
23 consent of each other Party and their respective counsel. The representations, warranties, covenants,  
24 and agreements contained in this Agreement are for the sole benefit of the Parties under this  
25 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

26           **Section 6.03: Governing Law**

27           This Agreement shall be governed, construed, and interpreted, and the rights of the Parties  
28 shall be determined, in accordance with the laws of the State of California, without regard to conflicts

1 of laws.

2 **Section 6.04: Entire Agreement**

3 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,  
4 contains the entire understanding of the Parties with respect to the subject matter contained herein.  
5 In case of any conflict between text contained in Articles I through VI of this Agreement and text  
6 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be  
7 controlling, unless the Exhibits are changed by or in response to a Court order. There are no  
8 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject  
9 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement  
10 supersedes all prior agreements and understandings among the Parties with respect to the settlement  
11 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of  
12 prior agreements or proposals.

13 **Section 6.05: Waiver of Compliance**

14 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
15 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
16 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
17 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
18 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
19 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

20 **Section 6.06: Counterparts and Fax/PDF Signatures**

21 This Agreement, and any amendments hereto, may be executed in any number of counterparts  
22 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
23 executed and delivered shall be deemed to be an original. All counterparts taken together shall  
24 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original  
25 signature.

26 **Section 6.07: Meet and Confer Regarding Disputes**

27 Should any dispute arise among the Parties or their respective counsel regarding the  
28 implementation or interpretation of this Agreement, a representative of Class Counsel and a



1 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior  
2 to submitting such disputes to the Court.

3 **Section 6.08: Agreement Binding on Successors**

4 This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
5 of each of the Parties.

6 **Section 6.09: Cooperation in Drafting**

7 The Parties have cooperated in the negotiation and preparation of this Agreement. This  
8 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,  
9 was the drafter or participated in the drafting of this Agreement.

10 **Section 6.10: Fair and Reasonable Settlement**

11 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of  
12 the Action and have arrived at this Agreement through arm's-length negotiation and in the context  
13 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties  
14 further believe that the Settlement is and is consistent with public policy, and fully complies with  
15 applicable law.

16 **Section 6.11: Headings**

17 The descriptive heading of any section or paragraph of this Agreement is inserted for  
18 convenience of reference only and does not constitute a part of this Agreement and shall not be  
19 considered in interpreting this Agreement.

20 **Section 6.12: Notice**

21 Except as otherwise expressly provided in the Agreement, all notices, demands, and other  
22 communications under this Agreement must be in writing and addressed as follows:

23 *To Named Plaintiffs and the Class:*

24 Kashif Haque  
25 Samuel A. Wong  
26 Jessica L. Campbell  
27 Fawn F. Bekam  
28 AEGIS LAW FIRM, PC  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618

1 Telephone: (949) 379-6250  
2 Facsimile: (949) 379-6251

3 And

4 *To Defendant:*

5 David L. Cheng  
6 Paul M. Suh  
7 FORD & HARRISON LLP  
8 350 South Grand Avenue, Suite 2300  
9 Los Angeles, CA 90071  
10 Telephone: 213-237-2400  
11 Facsimile: 213-237-2401

12 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

13 To the extent consistent with class action procedure, this Agreement shall be enforceable by  
14 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court  
15 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the  
16 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the  
17 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall  
18 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest  
19 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more  
20 of the Parties institutes any legal action or other proceeding against any other Party or Parties to  
21 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover  
22 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness  
23 fees incurred in connection with any enforcement actions.

24 **Section 6.14: Mutual Full Cooperation**

25 The Parties agree fully to cooperate with each other to accomplish the terms of this  
26 Agreement, including but not limited to the execution of such documents, and the taking of such  
27 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
28 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its  
terms. In the event the Parties are unable to reach agreement on the form or content of any document  
needed to implement the Settlement, or on any supplemental provisions that may become necessary  
to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

**Section 6.15: Authorization to Act**

1           Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and  
2  
3 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action  
4 required to effectuate the terms of this Agreement, except for signing documents, including but not  
5 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant  
6 represents and warrants that the individual executing this Agreement on its behalf has the full right,  
7 power, and authority to enter into this Agreement and to carry out the transactions contemplated  
8 herein.

**Section 6.16: No Reliance on Representations**

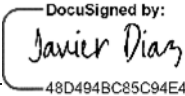
9           The Parties have made such investigation of the facts and the law pertaining to the matters  
10 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
11 on any statement, promise, or representation of fact or law, made by any of the other parties, or any  
12 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
13 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect  
14 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
15 herein, have been made to any party concerning this Agreement.

**EXECUTION BY PARTIES AND COUNSEL**

17           The Parties and their counsel hereby execute this Agreement.

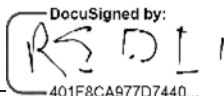
18  
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21 Dated: 10/15/2021

JAVIER DIAZ

22 By:   
23                                  48D494BC85C94E4...  
24                                  Named Plaintiff

25 Dated: 10/15/2021

GEORGE MENDEZ

26 By:   
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28                                  Named Plaintiff

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Dated: October 28, 2021

BGIS GLOBAL INTEGRATED SOLUTIONS  
US LLC

By:   
(Signature)


Andrew McLachlin  
(Printed Name)

SVP & General Counsel  
(Title)

**APPROVED AS TO FORM ONLY:**

Dated: October 15, 2021

**AEGIS LAW FIRM, PC**

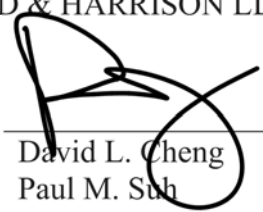
By: 

Samuel A. Wong  
Kashif Haque  
Jessica L. Campbell  
Fawn F. Bekam

Attorneys for Named Plaintiffs Javier Diaz and  
George Mendez

Dated: October 29, 2021

**FORD & HARRISON LLP**

By:   
David L. Cheng  
Paul M. Suh

Attorneys for Defendant BGIS GLOBAL  
INTEGRATED SOLUTIONS US LLC